



Agenda Item A.4
CONSENT CALENDAR
Meeting Date: October 21, 2025

TO: Mayor and Councilmembers

SUBMITTED BY: Luz “Nina” Buelna, Public Works Director

PREPARED BY: Sarah Fox, Public Works Business and Administration Manager

SUBJECT: Amendments to Professional Services Agreements with Union Pacific Railroad for the San Jose Creek Multipurpose Path Project (CIP No. 9006) and with MNS Engineers, Inc. for the 2025 Arterial Pavement Project

RECOMMENDATION:

- A. Authorize the City Manager to execute a Supplemental Agreement to Agreement DOT 97500C, Pedestrian Bike Trail MP 359.679, Santa Barbara Subdivision Goleta, California - URR REMS Project 800420 with Union Pacific Railroad for engineering services for the San Jose Creek Multipurpose Path, increasing the agreement amount by \$71,000 for a total not-to-exceed amount of \$115,000; and
- B. Authorize the City Manager to execute Amendment No. 1 to Agreement No. 2025-046 with MNS Engineers, Inc. for Professional Services for the 2025 Arterial Pavement Project, increasing the agreement amount by \$295,052.50 for a total not-to-exceed amount of \$944,732.50 with a termination date of June 30, 2026.

BACKGROUND:

Public Works staff has engaged private consultants to perform a variety of professional services for the City since its incorporation in 2002. Public Works selected and executed agreements with the following consultants from the City’s approved pre-qualified consultant list, approved by City Council on January 17, 2023, or through a request for proposal to provide various professional services for the Public Works Department. The information below summarizes the services provided by each consultant, proposed amendments and agreements, justification, and recommended actions.

DISCUSSION:

Union Pacific Railroad

In June 2018, the City entered into an agreement with Union Pacific Railroad (UPRR) to provide engineering services, including design reviews and coordination, for the San Jose

Creek Multipurpose Path Project. Since that time, City staff has been working closely with UPRR to advance the project. In April 2025, the agreement was amended to increase the original budget from \$25,000 to a not-to-exceed amount of \$44,000. This amendment allowed UPRR to continue performing design reviews and coordination with staff.

This second amendment to the agreement will update the Supplemental Agreement with UPRR, modifying the scope of work to include additional design tasks. Specifically, UPRR will design a deck closure and a modified walkway on its existing bridge to accommodate the multipurpose path. This work is a key step in establishing the undercrossing connection for the multipurpose path beneath the Union Pacific Railroad tracks. The amendment will also provide additional funding to support ongoing engineering review services necessary for obtaining final design approval and to prepare the Construction and Maintenance Agreement required for project implementation.

MNS Engineers, Inc.

On June 17, 2025, the City Council approved a Professional Design Services Agreement with MNS Engineers, Inc. for a not-to-exceed amount of \$649,680.00 to perform construction management services for the 2025 Arterial Pavement Project.

Amendment No. 1 to this agreement will increase the contract authority by \$295,052.50, resulting in a new not-to-exceed amount of \$944,732.50 for continued and additional tasks, including additional construction management, inspection, material testing, public outreach, and coordination and support for arborists and biologists. The increase is necessary to accommodate inspection and oversight for the alternate streets that were added to the project, as well as additional work associated with change orders.

FISCAL IMPACTS:

No new appropriations are being recommended. These amendments are funded by various accounts listed in Table 1 below.

Table 1 – Estimated Costs and Funding for Amendments

Vendor	Project Component	Estimated Total Costs	Funding Source	Funding Amounts
UPRR	Engineering and design services for the San Jose Creek Multipurpose Path	\$71,000	610-90-9006-57071	\$71,000
MNS	Construction Management Services for the 2025 Arterial Pavement Project	\$295,052.50	101-50-5800-51073	\$295,052.50

Table 2 – San Jose Creek Multipurpose Path Project Cost Estimates

Project Components	Estimated Costs	Funding Source	Funding Amounts
Conceptual Design	\$1,837,267*	TDA (202)	\$262,062
Environmental	\$978,007*	Measure A (205)	\$4,007,157
Final Design	\$4,511,983	Measure A (206)	\$1,038,378
Land Acquisition	\$1,119,000	DIF (Transportation 220)	\$4,801,571
Construction	\$40,860,741	DIF (Bicycle and Pedestrian 235)	\$272,204
		RSTP grant (305)	\$30,689
		ATP Grant - State (318)	\$2,669,000
		Housing and Community Development (HCD) (319)	\$729,866
		TCSP – Federal (407)	\$76,510
		ATP Grant – Federal (418)	\$15,290,000
		Redevelopment Project Fund (601)	\$24,829
		Sales Tax Revenue Bond Proceeds (610)	\$16,270,203
		Local Funding Sources To-be-Determined (Pending \$11,157,330 RCP Grant)	\$3,834,529**
Total:	\$49,306,998	Total:	\$49,306,998

*Actual Costs to date

**If the RCP Grant is awarded, the project budget will be adjusted accordingly. This would allow the City to reallocate a portion of the Sales Tax Revenue Bond proceeds currently programmed for this project to other eligible capital projects.

Table 3 – 2025 Arterial Pavement Project Cost Estimate

Project Components	Project Costs	Funding Source	Funding Amounts
Design (Consultant)*	\$218,577.43	General Fund (101)	\$9,067,439.15
Construction (Base Bid & Alternates)	\$9,238,401.00	Gas Tax (201)	\$1,110,202.00
Construction Contingency	\$1,427,333.00	RMRA (203)	\$1,233,602.69
Construction Management (Consultant)	\$944,732.50	Measure A (205)	\$430,220.27
Staff Time	\$166,291.00	LSTP (306)	\$153,870.82
Total:	\$11,995,334.93	Total:	\$11,995,334.93

*Previously expended

ALTERNATIVES:

The City Council can elect not to approve the amendments and agreements discussed herein; however, this would result in significant delays to the initiation and completion of the work associated with the capital improvement projects.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. UPRR Supplemental Agreement Project No. 800420
2. UPRR Original Agreement dated 6/26/2018 for Project No. 800420 and Supplemental Agreement dated 4/29/2025 for Project No. 800420
3. Amendment No. 1 to Professional Design Services Agreement 2025-046 with MNS Engineers, Inc.
4. Professional Design Services Agreement 2025-046 with MNS Engineers, Inc.

ATTACHMENT 1

UPRR Supplemental Agreement for Project No. 800420

SUPPLEMENTAL AGREEMENT

DOT 975200C
MP 359.679, Santa Barbara Subdivision
Goleta, California

THIS SUPPLEMENTAL AGREEMENT (the “Supplement”) is made as of _____, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (“**Railroad**”) and the CITY OF GOLETA, CALIFORNIA (“**Agency**”), to be addressed at 130 Cremona Drive, Goleta, CA 93117.

RECITALS

By instrument dated June 26, 2018, Union Pacific Railroad Company and the Agency entered into an agreement for engineering services identified by the UPRR Project Number 800420 (the “**Agreement**”).

The Agency has requested a Supplemental Agreement to include change of scope and an addendum for additional funding for engineering services as shown on the Exhibit Addendum attached hereto.

AGREEMENT

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1 - **AMENDMENT OF THE AGREEMENT**

Railroad amends the Agreement to include the attached Exhibit Addendum.

The Agreement is amended to include an Estimate to cover additional engineering services in the amount of **Seventy-One Thousand Dollars (\$71,000.00)** as shown on the Exhibit Addendum, attached hereto and hereby made a part thereof to the Agreement, which shall be, and hereby is amended to include the attached Exhibit Addendum.

SECTION 2 - **SCOPE OF WORK**

The Agreement is amended to include changes to scope of work. Railroad work includes continued PP management, structures review. New scope includes Railroad design efforts for bridge tie blocking and walkway.

SECTION 3 - **EFFECTIVE DATE**

This Supplemental Agreement shall be effective as of the instrument date above.

SECTION 4 - **AGREEMENT SUPPLEMENTAL**

This agreement is supplemental to the Agreement, as herein amended, and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed in duplicate as of the date first herein written.

CITY OF GOLETA, CALIFORNIA

Signature

Robert Nisbet

Printed Name

City Manager

Title

Date

UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation

Signature

Kenneth Tom

Printed Name

Manager I, Industry & Public Projects

Title

Date

Exhibit Addendum

To Agreement

Railroad's Estimate

EXHIBIT C-1

ESTIMATE OF FORCE ACCOUNT WORK BY THE UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes railroad flagging services, project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:

9/3/2025

LOCATION:

DOT 975200C

SUBDIVISION / MILEPOST:

Santa Barbara Sub, MP 359.679

					UP	Agency	
DESCRIPTION	Unit	LABOR	MATERIAL		0%	100%	TOTAL
ENGINEERING							
Preliminary Engineering / Project Management	1.0	\$ 45,000.00	\$ -		\$ -	\$ 45,000.00	\$ 45,000
UPRR Design	1.0	\$ 20,000.00	\$ -		\$ -	\$ 20,000.00	\$ 20,000
Contingency	1.0	\$ 6,000.00	\$ -		\$ -	\$ 6,000.00	\$ 6,000
TOTAL PROJECT:		\$ 71,000.00	\$ -		\$ -	\$ 71,000.00	\$ 71,000

TOTAL ESTIMATED COST:

\$71,000

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

ATTACHMENT 2

UPRR Original Agreement dated 6/26/2018 for Project No. 800420 and Supplemental Agreement dated 4/29/2025 for Project No. 800420



Date 12/8/2017

**AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES
AND SUBMITTAL OF EXHIBIT "A" FOR RAILROAD APPROVAL**

CITY COUNCIL

Paula Perotte
Mayor

Stuart Kasdin
Mayor Pro Tempore

Roger S. Aceves
Councilmember

Michael T. Bennett
Councilmember

Kyle Richards
Councilmember

CITY MANAGER
Michelle Greene

Crossing: Private and Public
State: CA City: Goleta
MP Between 0359.480 and 0359.840 Santa Barbara Subdivision
Between Coastal Ag-Chem C and W Goleta Overpass / DOT #
Between 745580C and 7455858L
Santa Barbara County

Mr. Daniel Z. Moreno
Manager, Industry & Public Projects
Union Pacific Railroad Company
2015 S. Willow Ave
Bloomington, CA 92316

Dear Mr. Moreno:

Plans are being prepared to construct a bike path in the City of Goleta adjacent to the San Jose Creek and crossing under UPRR tracks at the location referenced above. The proposed work includes constructing a bike path from Hollister Avenue at S. Kellogg Avenue on the south to just north of Calle Real where it will tie into the existing bike path. The alignment of the path will utilize Hollister Avenue from South Kellogg Avenue to San Jose Creek, then will turn north adjacent to San Jose Creek, and will cross under the Union Pacific Railroad track, U.S. Highway 101 and Calle Real bridges. The terrain around the UPRR and Highway 101 at San Jose Creek makes an undercrossing alignment preferable to an overcrossing solution. In connection with the project, the Agency considers it necessary for the successful advancement of the project for your company to collaborate in the development of the project by performing the following:

- preliminary engineering and other related services
- development of cost estimates
- review of the project's preliminary layouts
- submit current train and switching moves

The Agency authorizes and agrees to reimburse the Railroad for its expenses and actual costs that are incurred for collaborating in the development of the project's preliminary engineering and other preliminary activities. The Railroad has estimated that these preliminary engineering and other preliminary costs will be \$25,000. Payment will be made within thirty (30) days from the

Agency's receipt and approval of the Railroad's request for reimbursement. Railroad will refer to Agency's Project Number (9007) and forward Invoices to Maureen Gaasch.

Additionally, attached for your company's review and approval is one (1) set of half-scale prints of the concept plans marked **Exhibit A**, which is a conceptual plans and shows the basic features of the proposed highway project at the location referenced above. Please review and provide comment on the basic features of the **Exhibit A** as soon as possible. Also enclosed is one (1) set of photos of the project area and a project location map.

The project may require the Railroad to incur costs for force account activities. Please prepare the railroad force account cost estimate for work activities to be provided by your company, as identified in **Exhibit A** and submit them at your earliest convenience so that they may be attached to the railroad generated Construction & Maintenance (C&M) agreement.

Please verify the number of current regular train (10) and switching movements (2) with a Maximum Speed of (79 mph) at this location as currently shown in our inventory records. This information will be used by the Agency's Contractor to obtain Railroad Protective Liability Insurance.

This agreement is intended to address Preliminary Engineering. It is understood by both parties that railroad may withhold its approval for any reason directly or indirectly related to safety or its operations, property issues or effect to its facilities. If the Project is approved, Union Pacific will continue to work with the Agency to develop Final Plans, Specifications and prepare Material and Cost Estimates for Railroad Construction Work associated with the project. It is also understood that if the project is constructed, if at all, at no cost to the railroad.

The Agency and the Railroad will enter into separate License, Right of Entry, Construction and Maintenance Agreements associated with the actual construction of the project if the project is accepted and approved by the railroad. The Agreements will be drafted by Union Pacific and forwarded to the Agency after the **Exhibit A** and cost estimates have been approved.

Please contact Agency's consultant Jose Silva at telephone number (916) 363-4210 via email at jsilva@drakehaglan.com if you have any questions. Your assistance in this matter is appreciated.

Sincerely,

Michelle Greene
City Manager
City of Goleta

By Michelle Greene Date 12-8-17
Name and Title Michelle Greene, City Manager

UNION PACIFIC RAILROAD COMPANY

By Daniel J. Moreno Date 6/26/2018

Name and Title Senior Project Engineer IPP UPRR

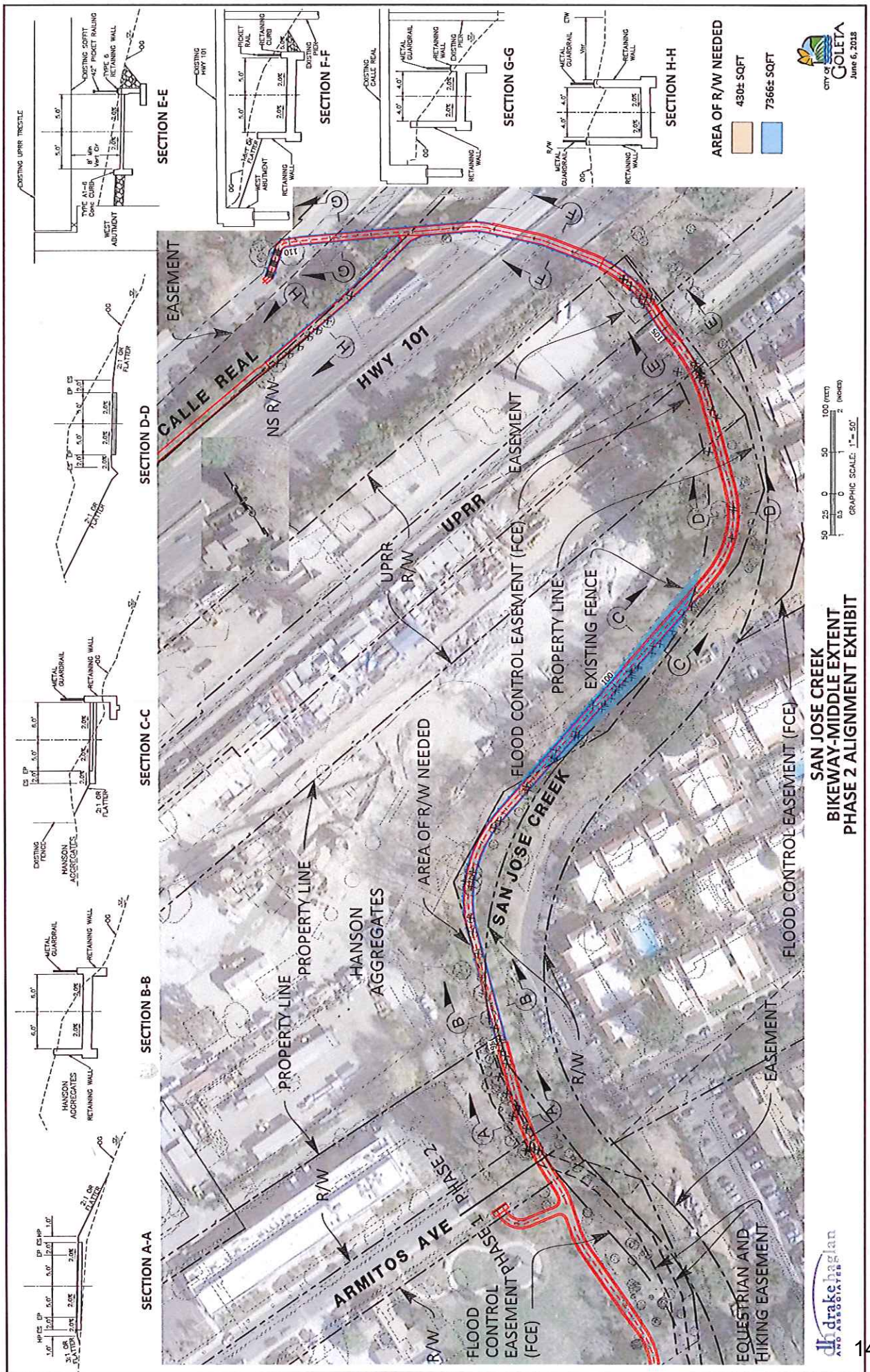
Attachment(s)

Location Map

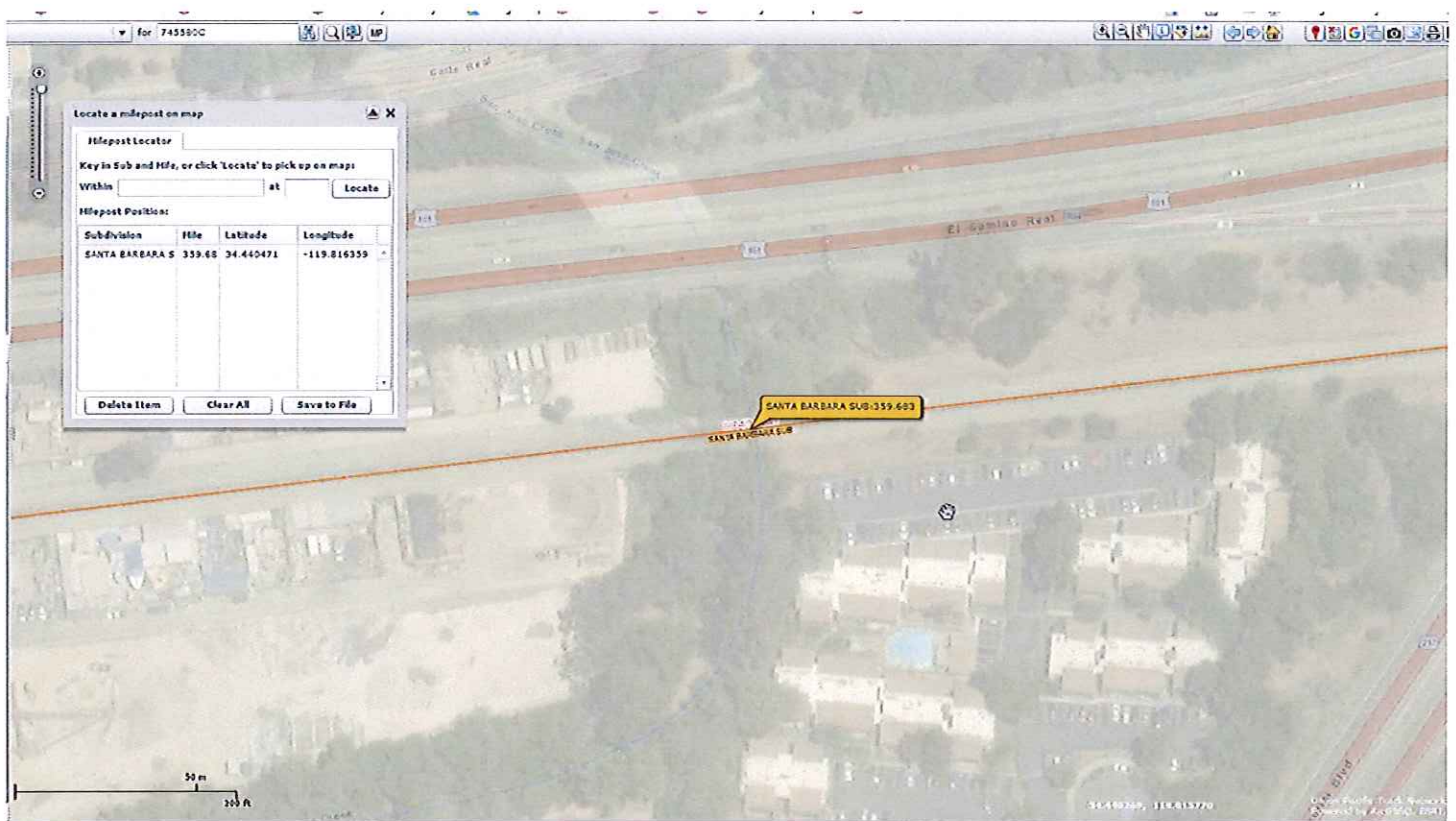
Phase 2 Alignment Exhibit A

Photos

cc: File







UPRR REMS
Project 800420

SUPPLEMENTAL AGREEMENT

DOT 975200C, Pedestrian-Bike Trail
MP 359.679, Santa Barbara Subdivision
Goleta, California

THIS SUPPLEMENTAL AGREEMENT (the "Supplement") is made as of 4/29/2025, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Railroad**") and the CITY OF GOLETA CALIFORNIA ("**Agency**"), to be addressed at 130 Cremona Drive, Goleta, California 93117.

RECITALS

By instrument dated June 26, 2018, Union Pacific Railroad Company and the Agency entered into an agreement for engineering services identified by the UPRR Project number above (the "**Agreement**").

The Agency has requested a Supplemental Agreement to include an addendum for additional funding for engineering services as shown on the Exhibit Addendum attached hereto.

AGREEMENT

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1 - AMENDMENT OF THE AGREEMENT

Railroad amends the Agreement to include the attached Exhibit Addendum.

The Agreement is amended to include an Estimate to cover additional engineering services in the amount of **Nineteen Thousand Dollars (\$19,000.00)** as shown on the Exhibit Addendum, attached hereto and hereby made a part thereof to the Agreement, which shall be, and hereby is amended to include the attached Exhibit Addendum.

SECTION 2 - EFFECTIVE DATE

This Supplemental Agreement shall be effective as of the instrument date above.

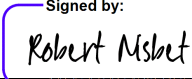
SECTION 3 - **AGREEMENT SUPPLEMENTAL**

This agreement is supplemental to the Agreement, as herein amended, and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed in duplicate as of the date first herein written.

[Signature Page Follows]

CITY OF GOLETA, CALIFORNIA

Signed by:

Signature

Robert Nisbet
Printed Name

City Manager
Title

4/28/2025
Date

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

DocuSigned by:

Signature

Kenneth Tom
Printed Name

Manager I, Industry & Public Projects
Title

4/29/2025
Date



Exhibit Addendum

To Agreement

Railroad's Estimate

EXHIBIT C-1

ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:
02/17/2025

LOCATION:	SUBDIVISION	STATE:
<u>DOT 975200C, MP 359.679</u>	<u>Santa Barbara Sub</u>	<u>CA</u>

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING Preliminary Engineering/Project Management	\$ 19,000.00	- \$	- \$	\$ 19,000.00	\$ 19,000.00
TOTAL PROJECT:	\$ 19,000.00	- \$	- \$	\$ 19,000.00	\$ 19,000.00

TOTAL ESTIMATED COST: \$ 19,000.00

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

****Digital Observation (*If Required*) = This will be assessed when determined to be required by UPRR****
Flagging is NOT included in this estimate. Agency's are instructed to follow Union Pacific's Third Party Flagging Policy.
Please utilize the following link to Union Pacific's Third Party Flagging Policy:
https://www.up.com/real_estate/third-party-flagging/index.htm

ATTACHMENT 3

Amendment No. 1 to Professional Design Services Agreement 2025-046 with
MNS Engineers, Inc.

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

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **MNS ENGINEERS, INC** ("Consultant") dated June 17, 2025 ("Agreement," Agreement No. 2025-046) is made on this ____ day of ____, 20__.

SECTION A. RECITALS

1. This Agreement is for the professional construction management services for the 2025 Arterial Pavement Project; and
2. The Agreement currently provides for the total compensation amount not to exceed \$649,680.00; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$295,052.50 for continued tasks; and
4. The Agreement currently provides in Section 8 entitled "Personal Services/No Assignment/Subcontractor the key member of Consultant's firm and that the agreement may not be assigned or subcontracted without the City Manager's written consent; and
5. The parties desire to amend Section 8 of the Agreement to identify the new key member of Consultant's firm and list subcontractors; and
6. City Council approved this Amendment No. 1, on this ____ day of _____, 2025.

SECTION B. AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$295,052.50 and to read in its entirety:
 - (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT

City of Goleta
Amendment No. 1 to Agreement No. 2025-046
Page 1 of 3

SHALL NOT EXCEED the sum of nine hundred forty-four thousand seven hundred and thirty-two dollars and fifty cents (\$944,732.50) (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2026, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. Section 8. PERSONAL SERVICES / NO ASSIGNMENT/ SUBCONTRACTOR of the Agreement is amended to read in its entirety:

This AGREEMENT is for professional services which are personal to CITY. Taylor Merlo 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, except with respect to the following contractors:

- NV5, Inc., Ed Sullivan, (805) 732-3168
- KMP Strategies, LLC, Sarah Modeste, (916) 548-1982
- PAX Environmental, Inc., Colleen Del Vecchio, (860) 803-6072

CONSULTANT shall require all subcontractors to secure insurance in accordance with Section 10, and provide to CITY all certificates and endorsements to CITY's satisfaction before a subcontractor provides any services.

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

Robert Nisbet, City Manager

ATTEST:

Deborah Lopez, City Clerk

CONSULTANT

Signed by:


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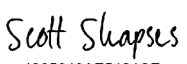
Greg Chelini, P.E., Vice President

Signed by:


7B2318690B59477...

Miranda Patton, P.E., Secretary

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:


4365248AE5424CE...

Scott Shapses, Deputy City Attorney

ATTACHMENT 4

Professional Design Services Agreement 2025-046 with MNS Engineers, Inc.

Project Name: 2025 Arterial Pavement Project

2025-046

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

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 17th day of June, 2025, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **MNS ENGINEERS, INC**, a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional construction management services for the 2025 Arterial Pavement Project; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and
4. The City Council, on this 17th day of June, 2025, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT represents 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 Services in conjunction with 2025 Arterial Pavement Project Services shall generally include construction management, inspection, and material testing

City of Goleta
Public Works Department and MNS Engineers, Inc
Page 1 of 19

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 \$649,680.00 (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, 2026, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Daniel Virgen Jr. 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, 2026, 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.

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

9. HOLD HARMLESS AND INDEMNITY

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

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

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

- a) Except for professional liability insurance and worker’s compensation insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent. CONSULTANT will, as to the worker’s compensation insurance required by this AGREEMENT, obtain a Waiver of the Right of Subrogation Endorsement in favor of the CITY.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to CITY’s vicarious liability.

- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice. Non-payment of premium by CONSULTANT of any insurance policy required by this AGREEMENT is immediate grounds for CITY to terminate this AGREEMENT.
- 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.

City of Goleta

Public Works Department and MNS Engineers, Inc

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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. STANDARD OF CARE; CORRECTIONS

CONSULTANT shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the Services. CONSULTANT warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. CONSULTANT shall perform, at its own cost and expense and without reimbursement from the CITY, any services necessary to correct errors or omissions which are caused by the CONSULTANT's failure to comply with the standard of care provided for herein. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction may be made by CITY in its sole discretion, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder. Any employee of the CONSULTANT or its subconsultants who is determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the CITY, shall be promptly removed from the Project by the CONSULTANT and shall not be re-employed to perform any of the Services or to work on the Project.

13. TERMINATION BY CITY

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

CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

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

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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

TO CONSULTANT: Attention: Taylor Merlo, P.E., Regional
Construction Manager
MNS Engineers, Inc
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103

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

City of Goleta
Public Works Department and MNS Engineers, Inc
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Signed by:

1AEBACAD159F4D7...
Robert Nisbet, City Manager

Signed by:

E28193138F8F4E5...
Greg Chelini, P.E., Vice President

ATTEST

DocuSigned by:

A8E09F24730A47E...
Deborah Lopez, City Clerk

Signed by:

7B2318690B59477...
Miranda Patton, P.E., Secretary

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

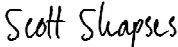
Signed by:

4365248AE5424CE...
Scott Shapses, Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

Task 1: Services Prior to Construction

Contract Documents: Review contract documents prior to construction.

Meetings: Schedule, provide agenda and minutes, and lead in person preconstruction meeting.

Submittals: Review of Contractor's preconstruction submittals for compliance with Contract Documents.

Quality Control Plan: Prepare and deliver to the City two (2) copies of a project specific Quality Control Plan in compliance with Caltrans LAPM Chapter 16. Include supervision and inspection, coordinating and negotiating contract change orders, project records, tracking time, subcontractors, Daily Inspection Reports (DIRs), employment stewardship, progress payments, labor compliance documentation, accounting procedures, safety, disputes, claims management at the project level, and all other work performed under this scope. Include biological and archaeological site analysis as necessary.

Task 2: Construction Management Services

Project Schedule: Review the Contractor's schedule for compliance and meet monthly with the Contractor and City Project Manager to discuss work progress (actual vs planned progress). Evaluate and compare the Contractor's look-ahead schedule to identify any major delays.

Project Budget: Track and manage construction costs to ensure project stays within budget.

Traffic Control Plans: Evaluate and provide timely review of the Traffic Control Plans (TCPs) and provide comments to the City to assist in their review and approval of the TCPs. Coordinate the TCPs with the City, County of Santa Barbara, and other applicable affected organizations such as the impacted schools. Drive the sites daily to review the traffic control and detours, report issues, and make recommendations for improvements.

Project Controls: Measure, document, and prepare quantity sheets (based on Caltrans sheets) to approve progress pay estimates. Use quantity forecasting tool to recognize potential quantity overruns early and manage the budget. Review of Contractor's pay requests and provide recommendations to City as to acceptability of request.

WPCP: Monitor Contractor compliance with the WPCP. Review and monitor the BMPs established at each site.

Monthly Report: Prepare a Monthly Report to include with MNS's invoice including summary of items accomplished, summary of items to be completed the following months, schedule status, list of problems addressed or identified with proposed corrective actions, and a bar graph comparing the monthly and cumulative invoice amounts with the total authorized construction management budget.

Records Management: Utilize CMIS for project record keeping.

Communication and Coordination: Construction activity outreach and coordination with the Contractor, City Public Works, City Council, Designer, County, and utility representatives. Notification and coordination of project issues with all involved and appropriate City departments, public and private agencies, City residents, and the general public.

Contract Compliance: Monitor and record the Contractor's daily activities for contract compliance. Identification and resolution of safety issues.

Submittals: Review of Contractor's submittals for compliance with Contract Documents.

Requests for information (RFI): Review of Contractor's requests for information (RFIs) and either provide information from Contract Documents back to the Contractor or route request to Engineer of Record for resolution.

Train City Staff: Provide in field training for City Project Manager and City Inspector 2 hours per day on construction management, inspection, and testing activities. Training includes but is not limited to pre-paving inspections, paving inspections, concrete inspections, calibrations, and material documentation and testing, quantity measurements, survey layout and staking verification, change order independent cost analysis and time impact analysis, claim management, labor compliance and project closeout.

Task 2.1: Construction Contract Administration

Meetings: Prepare agendas, minutes, action items, and facilitate weekly meetings. Agendas include the updated logs for submittals, RFIs, and CCOs to provide progress updates, and identify safety concerns. Require the Contractor to provide weekly look-ahead schedules to include with meeting agenda. Distribute meeting agendas a minimum of 2-hours prior to each meeting and meeting minutes a maximum of 4-hours after each meeting.

Document Control: Organize project filing system utilizing CMIS to review, track, coordinate, and log submittals, shop drawings, change orders, pay requests, correspondence, RFIs, and change directives. Submittals, shop drawings, and the progress schedule will be stamped as necessary.

Certified Payroll/Labor Compliance: Review Contractor's certified payroll on a weekly basis for compliance utilizing CMIS and conduct labor interviews monthly.

Weekly Statement of Working Days: Prepare, track, and distribute weekly statement of working days to the Contractor at the end of each work week.

Task 2.2: Change Order Management

Evaluate change orders for merit and coordinate with the Contractor to analyze the supporting costs in comparison with independent cost analysis and Time Impact Analysis. Investigate and inspect site conditions that differ from those described in the Contract Documents. Approach the project with a "partnering" mentality to resolve issues at the lowest possible level within the dispute escalation ladder. If a claim arises, analyze additional compensation claims submitted and prepare responses. Utilize City provided change order memo template and forms to develop change order documentation. Follow City review and approval process for executing change orders. Maintain and track change order log to ensure the project stays within the allowable change order authority.

Task 2.3: Field Inspection

Inspection: Inspect work for compliance with plans, specifications, permits, City Quality Assurance Plan (QAP), and applicable federal, state, and local codes. Monitor corrective actions taken by Contractor needed to fix work that is not in compliance with the Contract Documents. Document inspection in DIRs. Measure quantities installed and receive Contractor's agreement at the end of each work day. Include quantities for each bid item in DIRs. Take photographs and record video during and post-construction. Photographs will be included in the DIRs and electronically filed via CMIS. Complete DRs no later than 9:00 AM the following working day. Attend daily and weekly Contractor safety meetings. Review of Contractor's compliance with workplace safety and health standards and notification of City of non-compliance.

Materials Testing: Provide materials testing and special inspections. Verify that materials used comply with the City's QAP and contract documents. Utilize CMIS to document results.

Permitting Compliance and Monitoring: Provide biological monitoring and regulatory

permitting support services to verify compliance with permit and mitigation measures, including WPCP and arborist services.

Arborist Services: Assess trees and provide feedback on mitigating tree impacts. Additionally, provide recommendations on tree removal. Provide daily reports when assessments are required,

Biologist Services: Conduct bird survey and biological monitoring as necessary. Provide daily reports when bird surveys or biological monitoring take place.

Task 2.4: Public Outreach

Webpage – KMP will develop content, secure graphic images, and work with City staff to ensure the pavement program webpage is updated through construction, assumes up to 6 updates during contract duration. The page will serve as the primary information portal. Includes coordination with City staff to upload information.

Information Line – KMP will utilize the City's dedicated pavement program email address and phone number. Business cards will be produced with the phone number, email address, and QR code, providing stakeholders with a convenient way to reach the project team. Construction crews will carry the cards and provide them to those seeking project information. KMP will manage the information line through construction and all interactions will be logged in a project database; assumes up to 20 interactions per month.

Collateral Materials – KMP will develop copy, graphic design the materials/notifications, and manage the printing and mailing of all collateral materials, as follows. All materials will be developed in English and Spanish.

The following templates, developed under the pavement management program, will be updated, printed and mailed:

- **Postcard** – will be mailed to owners/tenants immediately following Council approval of the MNS CM contract. City will provide a mailing database that includes owners and occupants, up to 2,000 copies. Postcards will not be mailed to the northeast neighborhood project area as they will have already received notification in connection with the open house.
- **Door Hanger** – hand delivered by the contractor/inspector to each parcel, in each project area, approximately one week and again one day in advance of construction. The door hanger will indicate important construction information, such as the approximate window of construction. The construction timing details can be written with a permanent marker/label affixed by the contractor. To save on printing costs, additional copies for the 2025 Residential Resurfacing will be produced in a single print run under this sub-agreement, up to 5,000 total.

- No Parking Notification – up to 1,000 notifications, already designed, will be updated (if necessary) and printed. The notifications will be provided to the contractor and CM team to place on vehicle windshields in advance of and during construction. The notifications will indicate that there is no street parking during construction. To save printing costs the 2025 Residential Resurfacing no parking notifications are included in this print run.

Existing City Communication Channels – KMP will draft two articles, to be disseminated via Monarch Press at project milestones, up to 3 social media posts that can be shared on the City’s existing social media channels and 3 traffic alerts to be emailed via the City’s GovDelivery system. Social media posts can also be provided to businesses, neighborhood groups, schools and City elected officials to be shared on their channels to broaden the reach.

Stakeholder Outreach – Identify parcels/groups (i.e., schools and businesses) impacted by construction activities and, in partnership with the City, facilitate conversations in advance of (as possible) and during construction. KMP will maintain relationships for the duration of the construction work and serve as the primary point of contact during construction.

Outreach Management & Strategic Guidance – KMP and MNS will work together to integrate public outreach and solve issues. KMP will attend in person/remotely the pre-construction meeting and weekly construction management meetings, provide monthly reporting of completed activities and ongoing strategic guidance to help navigate unforeseen public engagement needs as construction progresses.

Task 3: Services During Construction Closeout

Substantial and Final Completion Services: Prepare a punch list and track items that are incomplete, require corrective action, or are subject to testing.

Record Compilation and Submittal: The final project records will be organized in accordance with the Caltrans LAPM and delivered to the City electronically via CMIS. Review and comment on as-builts each payment cycle to confirm accurate reflection of modifications from the design plan set. Provide a signed certification with each payment cycle.

Obtain Warranty and Lien Release Information: Collect warranty and lien information, including software licenses for traffic devices, training, and manuals prior to final acceptance.

Final Electronic Submittal: Deliver audit-ready project records in accordance with Caltrans LAPM to the City electronically via CMIS.

EXHIBIT B

SCEHDDULE OF FEES



2025 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$375
Senior Project/Program Manager	340
Project/Program Manager	290
Assistant Project/Program Manager	265
Senior Project Coordinator	210
Project Coordinator	175

ENGINEERING

Principal Engineer	\$325
Lead Engineer	285
Supervising Engineer	270
Senior Project Engineer	245
Project Engineer	220
Associate Engineer	200
Assistant Engineer	185

SURVEYING

Principal Surveyor	\$295
Lead Surveyor	285
Supervising Surveyor	245
Senior Project Surveyor	220
Project Surveyor	195
Associate Project Surveyor	185
Assistant Project Surveyor	170
Party Chief (PW)	200
Chainperson (PW)	170
One-Person Survey Crew (PW)	240

TECHNICAL SUPPORT

CADD Manager	\$210
Supervising Technician	185
Senior Technician	175
Engineering Technician	140

CONSTRUCTION MANAGEMENT

Principal Construction Manager	\$360
Senior Construction Manager	310
Senior Resident Engineer	285
Resident Engineer	275
Structure Representative	270
Construction Manager	250
Assistant Resident Engineer	220
Sr. Construction Inspector (PW)	200
Construction Inspector (PW)	188
Office Administrator	140

PLANNING

Planning Director	\$250
City Planner/Planning Manager	230
Principal Planner	215
Senior Planner	200
Associate Planner	170
Assistant Planner	140
Planning Technician	120

ADMINISTRATIVE SUPPORT

Senior Management Analyst	\$210
Management Analyst	180
IT Technician	150
Graphics/Visualization Specialist	160
Administrative Assistant	110

GOVERNMENT SERVICES

City Engineer	\$280
Deputy City Engineer	250
Assistant City Engineer	235
Plan Check Engineer	195
Permit Engineer	185
City Inspector	175
Senior City Inspector (PW)	200
City Inspector (PW)	188
Principal Stormwater Specialist	240
Senior Stormwater Specialist	210
Stormwater Specialist	180
Stormwater Technician	160
Building Official	275
Senior Building Inspector	210
Building Inspector	185
Senior Grant Writer	200
Grant Writer	190
Associate Grant Writer	170
Assistant Grant Writer	155

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus ten percent (10%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

Rev. 1/21/2025