



**Agenda Item A.5**  
**CONSENT CALENDAR**  
**Meeting Date: December 3, 2025**

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**TO:** Mayor and Councilmembers

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

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

**SUBJECT:** Public Works Budget Appropriations and Professional Services Agreements and Amendments with MNS Engineers Inc., Northwest Hydraulic Consultant, Inc., and Rincon Consultants, Inc.

**RECOMMENDATION:**

- A. Authorize the City Manager to execute Amendment No. 5 to Professional Services Agreement No. 2021-092 with MNS Engineers Inc. increasing the agreement amount by \$250,000 for a total not-to-exceed amount of \$738,000, expanding the scope of work, and extending the termination date December 31, 2025;
- B. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2023-091 with MNS Engineers Inc., increasing the agreement amount by \$9,275 for a total not-to-exceed amount of \$118,485, expanding the scope of work, and extending the termination date to December 31, 2025;
- C. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2022-024 with Northwest Hydraulic Consultant Inc., increasing the agreement by \$151,780 for a total not-to-exceed amount of \$492,701, expanding the scope, and extending the termination date to December 31, 2026;
- D. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2023-025 with Rincon Consultants, Inc., increasing the agreement amount by \$60,916 for a total not-to-exceed amount of \$258,229, expanding the scope of work, and extending the termination date to June 30, 2026;
- E. Authorize the City Manager to execute a Professional Services Agreement with Rincon Consultants, Inc. for on-call permitting, arborist, and environmental services for the 2025 Storm Response for a total not-to-exceed amount of \$100,000 and expiring on December 31, 2025;

- F. Approve a budget appropriation and grant revenue for \$332,873 into fund 401 for the Hollister Avenue Bridge Replacement as identified in the fiscal impacts section of the report.

## **BACKGROUND:**

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

## **DISCUSSION:**

### *MNS Agreement 2021-092*

On October 25, 2021, the City Manager executed Professional Services Agreement No. 2021-092 for \$44,000 with MNS Engineers, Inc. (MNS) for professional services for project management support services for various Capital Improvement Program (CIP) Projects. On April 5, 2022, Amendment 1 was approved by Council for additional compensation for a new total not-to-exceed of \$164,000 and an extension to the termination date. On September 5, 2023, Amendment 2 was approved by Council for additional compensation for a new total not-to-exceed of \$244,000 and an extension to the termination date. On December 20, 2023, Amendment 3 was approved by City Council to amend Exhibit B - Compensation. On January 16, 2024, Amendment 4 was approved by Council to provide for additional compensation of \$244,000 for a new total not-to-exceed of \$488,000. This Amendment No. 5 provides for additional compensation in the amount of \$250,000 for a new not-to-exceed amount of \$738,000 and an extension of the termination date to December 31, 2025.

### *MNS Agreement 2023-091*

On August 15, 2023, the City executed Professional Services Agreement No. 2023-091 for \$104,000 with MNS for professional design services for the Ellwood Beach Drive Drainage Repair Project. On December 19, 2023, Amendment 1 was approved by Council to provide for additional compensation for a new total not-to-exceed of \$109,210. This Amendment No. 2 provides for additional compensation in the amount of \$9,275, an extension of the termination date to December 31, 2025, and amends the scope of work to include a site drainage analysis. With this amendment, the new not-to-exceed amount is \$118,485.

### *Northwest Hydraulic Consultant Agreement 2022-024*

On January 18, 2022, the City executed Professional Services Agreement No. 2022-024 for \$340,921 with Northwest Hydraulic Consultant, Inc. (NHC) for professional design

services for the San Jose Creek Channel Fish Passage Modification Project. On April 15, 2024, Amendment 1 was approved by the City Manager to extend the termination date to December 31, 2025. This Amendment No. 2 provides for additional compensation in the amount of \$151,780, extension of the termination date to December 31, 2026, and amends the scope of work to include additional physical modeling as well as 3-D hydraulic modeling associated with the fish weir design options, additional 3-D hydraulic modeling associated with upstream grading design in San Jose Creek and to ensure compliance with Caltrans design standards. With this amendment, the new not-to-exceed amount is \$492,701.

#### *Rincon Agreement 2023-025*

On March 21, 2023, the City executed Professional Services Agreement No. 2023-025 for \$197,313 with Rincon Consultants, Inc. (Rincon) for professional environmental and permitting services for the San Jose Creek Channel Fish Passage Modification Project. This Amendment No. 1 provides for additional compensation in the amount of \$60,916, extension of the termination date to June 30, 2026, and amends the scope of work to include support for potential pursuit of grant funding as well as additional environmental review of upstream San Jose Creek design options. With this amendment, the new not-to-exceed amount is \$258,229.

#### *Rincon Professional Services Agreement – 2025 Storm Response*

Rincon was selected from the City's 2023 Pre-Authorized Consultant List to provide professional on-call permitting support, arborist, and environmental services for future projects associated with potential 2025 storms. In 2023 and 2024, the City experienced several extreme rain events which resulted in damage that initiated multiple emergency storm projects. Public Works staff is recommending the award of this on-call professional services agreement with Rincon for \$100,000, to expire December 31, 2025, in order to be prepared for any future emergency needs due to potential storms during the rainy season.

#### **FISCAL IMPACTS:**

These agreements and amendments are funded by various accounts listed in Table 1 below.

Table 1 – Estimated Costs and Funding for Agreements and Amendments

Vendor	Project Component	Estimated Total Costs	Funding Source	Funding Amounts
MNS	Project Management Services	\$250,000	Various CIP Projects	\$250,000
MNS	Professional Design Services	\$9,275	101-90-9119-57070	\$9,275

NHC	Professional Design Services	\$151,780	101-90-9117-57070	\$151,780*
Rincon	Professional Services	\$60,916	101-90-9117-57070	\$60,916*
Rincon	Professional Services	\$100,000	101-50-5200-54004	\$100,000
<b>Subtotal</b>		<b>\$571,971</b>	<b>\$571,971</b>	

\*Appropriation for these agreements is included in a separate Council report for the December 3, 2024 meeting.

Funds for the MNS Agreement are included in the approved FY 2024/25 budget. As such, no additional appropriations are required at this time. Funds for the NHC and Rincon Amendments are included in the First Quarter Budget Adjustment for FY 2024/25.

Table 2 outlines the estimated costs for the Ellwood Beach Drive Drain Project (CIP 9119).

Table 2 – Estimated Costs and Funding for the Ellwood Beach Drive Drain Project

Project Components	Estimated Costs	Funding Source	Funding Amounts
Conceptual Design	\$0	General Fund	\$243,000
Environmental	\$105,000	Unfunded	\$871,200
Final Design	\$118,485		
Land Acquisition	\$0		
Construction	\$890,715		
<b>Total:</b>	<b>\$1,114,200</b>	<b>Total:</b>	<b>\$1,114,200</b>

Table 3 outlines the estimated costs for the San Jose Creek Channel Fish Passage Modification Project (CIP 9117)

Table 3 – Estimated Costs and Funding for the San Jose Creek Channel Fish Passage Modification Project

Project Components	Estimated Costs	Funding Source	Funding Amounts
Conceptual Design	\$0	General Fund	\$917,277*
Environmental	\$258,229	Unfunded	\$2,522,723
Final Design	\$592,701		
Land Acquisition	\$0		
Construction	\$2,589,070		
<b>Total:</b>	<b>\$3,440,000</b>	<b>Total:</b>	<b>\$3,440,000</b>

\*Amount includes appropriations that are included in a separate Council report for the December 3, 2024 meeting.



Through the Highway Bridge Replacement Program (HBP) federal grant, the City received additional funds for professional engineering in the amount of \$332,873 authorized for the Hollister Avenue Bridge Replacement project (CIP No. 9033). Table 4 outlines the recommended appropriations for these federal funds.

Table 4 – Budget Appropriations

Fund Type	Account	Account Name	Requested Appropriation
HBP Grant	401-90-9033-44600	Grant Proceeds - Federal	\$332,873
HBP Grant	401-90-9033-57070	Design	\$332,873

The HBP grant covers up to 88.53% of eligible expenses for the Hollister Avenue Bridge Replacement project. The additional construction funds have a timely use deadline of September 30, 2032; however, the project is expected to be completed by late 2026.

#### **ALTERNATIVES:**

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

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

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

#### **ATTACHMENTS:**

1. Amendment No. 5 to Professional Services Agreement No. 2021-092 with MNS Engineers, Inc.
2. Amendment No. 4, Amendment No. 3, Amendment No. 2, Amendment No. 1 and Professional Services Agreement 2021-092 with MNS Engineers, Inc.
3. Amendment No. 2 to Professional Services Agreement No. 2023-091 with MNS Engineers, Inc.
4. Amendment No. 1 and Professional Services Agreement No. 2023-091 with MNS Engineers, Inc.
5. Amendment No. 2 to Professional Services Agreement No. 2022-024 with NHC, Inc.
6. Amendment No. 1 and Professional Services Agreement No. 2024-024 with NHC, Inc.
7. Amendment No. 1 to Professional Services Agreement No. 2023-025 with Rincon Consultants, Inc.
8. Professional Services Agreement No. 2023-025 with Rincon Consultants, Inc.

9. Professional Services Agreement with Rincon Consultants, Inc. for 2025 Storm Response Projects

## **ATTACHMENT 1**

Amendment No. 5 to Professional Services Agreement 2021-092 with MNS Engineers Inc.

**AMENDMENT NO. 5  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
MNS ENGINEERS, INC.**

This **Amendment No. 5** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **MNS Engineers, Inc.** ("Consultant") dated October 25, 2021 ("Agreement," Agreement No. 2021-092) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SECTION A. RECITALS**

1. This Agreement is for the project management support services for various Capital Improvement Program and Capital Maintenance projects; and
2. This Agreement has been amended to provide additional compensation, increasing the not-to-exceed of one hundred and twenty thousand dollars (\$120,000) to a total not-to-exceed of one hundred sixty-four thousand dollars (\$164,000) and to extend the termination date to December 31, 2023 (Amendment No. 1); and
3. This Agreement has been amended to provide additional compensation, increasing the not-to-exceed of eighty thousand dollars (\$80,000) to a total not-to-exceed of two hundred and forty-four thousand dollars (\$244,000) and to extend the termination date to December 31, 2024 (Amendment No. 2); and
4. This Agreement has been amended to identify the new hourly rates (Amendment No. 3); and
5. This Agreement has been amended to provide additional compensation, increasing the not-to-exceed of two hundred and forty-four thousand dollars (\$244,000) to a total not-to-exceed of four hundred eighty-eight thousand dollars (\$488,000) (Amendment No. 4); and
6. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed four hundred eighty-eight thousand dollars (\$488,000); and
7. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of two hundred and fifty thousand dollars (\$250,000) for continued tasks; and

8. The Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2024; and
9. The parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2025; and
10. The Agreement currently provides in Exhibit B-1 entitled "Compensation" the hourly rates; and
11. The parties desire to amend Exhibit B-1 of the Agreement to identify the new hourly rates, attached as "Exhibit B-2"; and
12. The City Council approved this Amendment No. 5, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

## **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 \$250,000 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 seven hundred and thirty-eight thousand dollars (\$738,000) (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-2," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2025, 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 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional year to read in its entirety:

The term of this Agreement is from the date first written above to December 31, 2025, unless the 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 following the notice to proceed.

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

**Exhibit B-1 "Compensation"** with **Exhibit B-2 Compensation** attached hereto and incorporated herein.

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

**In concurrence and witness whereof**, this Amendment No. 5 has been executed by the parties effective on the date and year first above written.


**CITY OF GOLETA**

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

**ATTEST:**

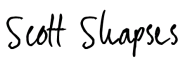
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Deborah Lopez, City Clerk

**CONSULTANT**

Signed by:  
  
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Greg Chelini vice President

DocuSigned by:  
  
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Jeff Edwards vice President

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

Signed by:  
  
\_\_\_\_\_  
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Scott Shapses, Deputy City Attorney

## Exhibit B-2 “Compensation”



### 2024 STANDARD SCHEDULE OF FEES

#### PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge .....	\$340
Senior Project/Program Manager .....	325
Project/Program Manager .....	275
Assistant Project/Program Manager .....	255
Senior Project Coordinator .....	195
Project Coordinator .....	165

#### ENGINEERING

Principal Engineer .....	\$305
Lead Engineer .....	270
Supervising Engineer .....	255
Senior Project Engineer .....	235
Project Engineer .....	210
Associate Engineer .....	190
Assistant Engineer .....	175

#### SURVEYING

Principal Surveyor .....	\$280
Lead Surveyor .....	270
Supervising Surveyor .....	230
Senior Project Surveyor .....	210
Project Surveyor .....	185
Associate Project Surveyor .....	175
Assistant Project Surveyor .....	160
Party Chief (PW) .....	190
Chainperson (PW) .....	160
One-Person Survey Crew (PW) .....	225

#### TECHNICAL SUPPORT

CADD Manager .....	\$210
Supervising Technician .....	180
Senior Technician .....	170
Engineering Technician .....	130

#### CONSTRUCTION MANAGEMENT

Principal Construction Manager .....	\$330
Senior Construction Manager .....	290
Senior Resident Engineer .....	265
Resident Engineer .....	250
Structure Representative .....	245
Construction Manager .....	230
Assistant Resident Engineer .....	210
Sr. Construction Inspector (PW) .....	185
Construction Inspector (PW) .....	177
Office Administrator .....	135

#### PLANNING

Planning Director .....	\$235
City Planner/Planning Manager .....	220
Principal Planner .....	205
Senior Planner .....	190
Associate Planner .....	160
Assistant Planner .....	135
Planning Technician .....	115

#### ADMINISTRATIVE SUPPORT

Senior Management Analyst .....	\$195
Management Analyst .....	165
IT Technician .....	150
Graphics/Visualization Specialist .....	160
Administrative Assistant .....	105

#### GOVERNMENT SERVICES

City Engineer .....	\$265
Deputy City Engineer .....	235
Assistant City Engineer .....	225
Plan Check Engineer .....	185
Permit Engineer .....	175
City Inspector .....	168
Senior City Inspector (PW) .....	185
City Inspector (PW) .....	177
Principal Stormwater Specialist .....	190
Senior Stormwater Specialist .....	180
Stormwater Specialist .....	170
Stormwater Technician .....	150
Building Official .....	250
Senior Building Inspector .....	200
Building Inspector .....	175
Senior Grant Writer .....	190
Grant Writer .....	180
Associate Grant Writer .....	160
Assistant Grant Writer .....	145

#### 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 fifteen percent (15%). 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. 1/9/2024



## **ATTACHMENT 2**

Amendment No. 4, Amendment No. 3, Amendment No. 2, Amendment No. 1 and  
Professional Services Agreement 2021-092 with MNS Engineers Inc.

**AMENDMENT NO. 4  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
MNS ENGINEERS, INC.**

This **Amendment No. 4** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **MNS Engineers, Inc.** ("Consultant") dated October 25, 2021 ("Agreement," Agreement No. 2021-092) is made on this 16th day of January, 2024.

**SECTION A. RECITALS**

1. This Agreement is for the project management support services for various Capital Improvement Program and Capital Maintenance projects; and
2. This Agreement has been amended to provide additional compensation, increasing the not-to-exceed of one hundred and twenty thousand dollars (\$120,000) to a total not-to-exceed of one hundred sixty-four thousand dollars (\$164,000) and to extend the termination date to December 31, 2023 (Amendment No. 1); and
3. This Agreement has been amended to provide additional compensation, increasing the not-to-exceed of eighty thousand dollars (\$80,000) to a total not-to-exceed of two hundred and forty-four thousand dollars (\$244,000) and to extend the termination date to December 31, 2024 (Amendment No. 2); and
4. This Agreement has been amended to identify the new hourly rates (Amendment No. 3); and
5. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not-to-exceed two hundred and forty-four thousand dollars (\$244,000); and
6. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of two hundred and forty-four thousand dollars (\$244,000) for continued tasks; and
7. The City Council approved this Amendment No. 4, on this 16th day of January 2024.

## SECTION B. AMENDED TERMS

**Now therefore** City and Consultant agree as follows 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 two hundred and forty-four thousand dollars (\$244,000) and to read in its entirety:

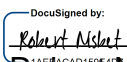
- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of Insert amount (\$488,000) (herein "not-to-exceed amount") and shall be earned as the work progresses.

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 December 31, 2024, 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.

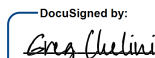
2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 4 has been executed by the parties effective on the date and year first above written.


### CITY OF GOLETA

DocuSigned by:  
  
 Robert Nisbet, City Manager

### CONSULTANT

DocuSigned by:  
  
 Greg Chelini, President

### ATTEST:

DocuSigned by:  
  
 Deborah Lopez, City Clerk

DocuSigned by:  
  
 Jeff Edwards, Vice President

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

DocuSigned by:

*Scott Shapses*

59F137B6-A83F-4DF7-A3DC-C7842DB628D3  
Scott Shapses, Deputy City Attorney

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

This **Amendment No. 3** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **MNS Engineers, Inc.** ("Consultant") dated October 25, 2021 ("Agreement," Agreement No. 2021-092) is made on this 20th day of December, 2023.

**SECTION A. RECITALS**

1. This Agreement is for the project management support services for various Capital Improvement Program and Capital Maintenance projects; and
2. This Agreement has been amended to provide additional compensation, increasing the not-to-exceed of one hundred and twenty thousand dollars (\$120,000) to a total not-to-exceed of one hundred sixty-four thousand dollars (\$164,000) and to extend the termination date to December 31, 2023 (Amendment No. 1); and
3. This Agreement has been amended to provide additional compensation, increasing the not-to-exceed of eighty thousand dollars (\$80,000) to a total not-to-exceed of two hundred and forty-four thousand dollars (\$244,000) and to extend the termination date to December 31, 2024 (Amendment No. 2); and
4. The Agreement currently provides in Exhibit B entitled "Compensation" the hourly rates; and
5. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and
6. The City Manager approved this Amendment No. 3, on this 20th day of December 2023.

**SECTION B. AMENDED TERMS**

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

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

**Exhibit B “Compensation”** with **Exhibit B-1 “Compensation”** attached hereto and incorporated herein.

2. 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**

DocuSigned by:  
  
1A5B4C4D4E5F6G7H  
Robert Nisbet, City Manager

**CONSULTANT**

DocuSigned by:  
  
1A5B4C4D4E5F6G7H  
Greg Chelini, President

**ATTEST:**

DocuSigned by:  
  
A3E0B53473C447E  
Deborah Lopez, City Clerk

DocuSigned by:  
  
24F5B17D9444G  
Jeff Edwards, Vice President

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

DocuSigned by:  
  
4A652404AEB044E  
Scott Shapses, Deputy City Attorney

## Exhibit B-1 “Compensation



### 2023 STANDARD SCHEDULE OF FEES

#### PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$325
Senior Project/Program Manager.....	310
Project/Program Manager .....	260
Assistant Project/Program Manager .....	245
Senior Project Coordinator.....	185
Project Coordinator .....	155

#### ENGINEERING

Principal Engineer .....	\$290
Lead Engineer.....	255
Supervising Engineer .....	245
Senior Project Engineer .....	225
Project Engineer.....	200
Associate Engineer .....	180
Assistant Engineer.....	165

#### SURVEYING

Principal Surveyor .....	\$265
Lead Surveyor.....	255
Supervising Surveyor .....	220
Senior Project Surveyor .....	200
Project Surveyor.....	175
Associate Project Surveyor.....	165
Assistant Project Surveyor .....	150
Party Chief (PW).....	180
Chainperson (PW) .....	150
One-Person Survey Crew (PW).....	215

#### CONSTRUCTION MANAGEMENT

Principal Construction Manager .....	\$315
Senior Construction Manager.....	275
Senior Resident Engineer.....	250
Resident Engineer .....	240
Structure Representative.....	235
Construction Manager .....	220
Assistant Resident Engineer.....	200
Sr. Construction Inspector (PW) .....	175
Construction Inspector (PW) .....	168
Office Administrator.....	130

#### TECHNICAL SUPPORT

CADD Manager .....	\$200
Supervising Technician .....	170
Senior Technician .....	160
Engineering Technician.....	125

#### ADMINISTRATIVE SUPPORT

Senior Management Analyst .....	\$185
Management Analyst.....	155
IT Technician.....	140
Graphics/Visualization Specialist.....	150
Administrative Assistant.....	100

#### GOVERNMENT SERVICES

City Engineer .....	\$250
Deputy City Engineer .....	225
Assistant City Engineer.....	215
Plan Check Engineer.....	190
Permit Engineer.....	185
City Inspector.....	185
Senior City Inspector (PW) .....	195
City Inspector (PW) .....	185
Principal Stormwater Specialist .....	180
Senior Stormwater Specialist.....	170
Stormwater Specialist .....	160
Stormwater Technician .....	140
Building Official.....	220
Senior Building Inspector.....	235
Building Inspector.....	165
Planning Director.....	225
Senior City Planner .....	205
Assistant Planner .....	195
Senior Grant Writer.....	180
Grant Writer.....	170
Associate Grant Writer .....	150
Assistant Grant Writer .....	130

#### 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 fifteen percent (15%). 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 3.5% 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 classification will be charged at 1 x hourly rate.



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

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **MNS Engineers, Inc.** ("Consultant") dated October 25, 2021 ("Agreement," Agreement No. 2021-092) is made on this 5<sup>th</sup> day of September, 2023.

**SECTION A. RECITALS**

1. This Agreement is for project management support services for various Capital Improvement Program and Capital Maintenance projects; and
2. This Agreement has been amended to provide for additional compensation, increasing the not-to-exceed amount by one hundred and twenty thousand dollars (\$120,000) to a total not-to-exceed of one hundred sixty-four thousand dollars (\$164,000) and to extend the termination date to December 31, 2023 (Amendment 1); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed one hundred sixty-four thousand dollars (\$164,000); and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$80,000 for continued tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2023; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2024; and
7. The City Council approved this Amendment No. 2, on this 5<sup>th</sup> day of September 2023.

**SECTION B. AMENDED TERMS**

**Now therefore** City and Consultant agree as follows 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 \$80,000 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 two hundred and forty-four thousand dollars (\$244,000) (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 December 31, 2024, 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 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional year to read in its entirety.

The term of this Agreement is from the date first written above to December 31, 2024, unless the 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 following the notice to proceed.

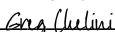
3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

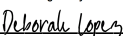
**CITY OF GOLETA**

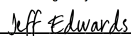
DocuSigned by:  
  
Robert Nisbet, City Manager

**CONSULTANT**

DocuSigned by:  
  
Greg Chelini, President

**ATTEST:**

DocuSigned by:  
  
Deborah Lopez, City Clerk

DocuSigned by:  
  
Jeff Edwards, Vice President

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

DocuSigned by:  
  
Scott Shapses, Deputy City Attorney

**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.**, a California Corporation ("Consultant") dated October 25, 2021 ("Agreement," Agreement No. 2021-092) is made on this 5<sup>th</sup> day of April 2022.

**SECTION A. RECITALS**

1. This Agreement is for professional services for project management support services for various Capital Improvement Program and Capital Maintenance projects; and
2. This Agreement has been amended to Agreement for Professional Services between the City of Goleta and MNS Engineers, Inc; and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$44,000 (forty-four thousand dollars); and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$120,000 for continued tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2022; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2023; and
7. The City Council approved this Amendment No. 1, on this 5<sup>th</sup> day of April 2022.

**SECTION B. AMENDED TERMS**

**Now therefore** City and Consultant agree as follows 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 \$120,000 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 \$164,000 (One hundred sixty-four thousand) (herein "not-to-exceed amount") and shall be earned as the work progresses.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional six months to read in its entirety.

The term of this Agreement is from the date first written above to December 31, 2023, unless the term of this Agreement is extended, or the Agreement is terminated as provided for herein.

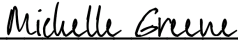
CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

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**

DocuSigned by:

  
Michelle Greene, City Manager

**CONSULTANT**

DocuSigned by:


  
James Salvi, President

**ATTEST:**

DocuSigned by:

  
Deborah Lopez, City Clerk

DocuSigned by:

  
Jeff Edwards, Vice President

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

DocuSigned by:

  
Winnie Cai, Assistant City Attorney

2021-092

**Project Name: Project Management Support Services**

**AGREEMENT FOR PROFESSIONAL SERVICES  
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 25<sup>th</sup> day of October, 2021, 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 services for project management support services for various Capital Improvement Program projects; 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 by an evaluation process of proposals received from the pre-authorized qualified consultant list approved by Council on December 3, 2019; and
4. The City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

**SECTION B. TERMS**

**1. RETENTION AS CONSULTANT**

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

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Project management assistance for various Capital Improvement Program Projects. Services shall generally include project



management 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 \$44,000 (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 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 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 James Campero, Deputy Public Works Director 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.

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

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

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

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

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

## **10. INSURANCE**

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

Insurance shall include the following (or broader) coverage:

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

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

- a) 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: Jeff Edwards, Vice President  
MNS Engineers, Inc.  
201 N. Calle Cesar Chavez, Suite 300  
Santa Barbara, CA 93101

## 32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES


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

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

### CITY OF GOLETA

DocuSigned by:  
  
DE7CE466308944A...  
Michelle Greene, City Manager

### CONSULTANT

DocuSigned by:  
  
D7A4F4B73D14468...  
James Salvito, President

### ATTEST

DocuSigned by:  
  
A5E69F3479CA47E...  
Deborah Lopez, City Clerk

DocuSigned by:  
  
717C8137DB1641C...  
Jeff Edwards, Vice President

**APPROVED AS TO FORM:**  
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:  
  
A1BFB8F896161498...  
Winnie Cai, Assistant City Attorney

## **EXHIBIT A SCOPE OF WORK**

### **Project Management Assistance for various CIP Projects:**

Possible services include but are not limited to:

- Provide continuous interface with City staff regarding projects.
- Coordination with engineering consultants.
- Coordinate with other agencies.
- Provide technical review and comment of consultant deliverables.
- Development/maintenance of project schedules.
- Prepare bid-packages.
- Track and monitor project costs.
- Track and monitor project funding.
- Prepare grant funding claims as required.
- Prepare Grant Applications.
- Prepare RFP's for professional services, as required to continue progress of projects.
- Assist with project bidding, response to bidders' questions, bid opening.
- Provide construction oversight services.

Consultant shall anticipate working on the following CIP Projects during FY 21/22 as part of this scope of work:

- Old Town Sidewalk Improvement Project (Project No. 9031) – Construction complete. Consultant shall provide project construction and funding (ATP funding) closeout assistance.
- Rectangular Rapid Flashing Beacon at Chapel/Hollister and Pedestrian Hybrid Beacon at Kingston/Calle Real Project (Project No. 9058) – Construction complete. Consultant shall provide project construction and funding (HSIP funding) closeout assistance.
- Goleta Traffic Safety Study (Project No. 9089) – Consultant shall finalize study/report, have City Council adopt the study/report, and funding closeout assistance (HSIP/SSARP funding).
- Storke/Hollister Transit, Bike/Pedestrian, and Median Improvements (Project No. 9062) – Consultant shall initiate and finalize design, advertise for construction, and award a construction contract.
- Citywide Traffic Signal Upgrades (Project No. 9083) – Consultant shall provide manage and adhere to HSIP funding requirements, consultant selection, award design agreement, initiate and finalize design, advertise for construction and award a construction contract.

- Goleta US 101 Overcrossing (project No. 9027) – Consultant shall provide finalize developing project scope of work, present project options and status to City Council, coordinate with Caltrans, and work on project design including all associated work efforts.
- Cathedral Oaks Crib Wall Repair (Project No. 9053) – Consultant shall provide finalize geotechnical report and present options to City Council, consultant selection, award design/environmental agreement, initiate and finalize environmental review and design, advertise for construction and award a construction contract.
- Project management assistance for various CIP projects and CIP related items.

**EXHIBIT B**  
**SCHEDULE OF FEES**

<b>Classification</b>	<b>Hourly Rate</b>
Supervision Senior Engineer	175.00

### **ATTACHMENT 3**

Amendment No. 2 to Professional Services Agreement 2023-091 with MNS Engineers Inc.

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

This **Amendment No. 2** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **MNS Engineers, Inc.** ("Consultant") dated August 15, 2023 ("Agreement," Agreement No. 2023-091) is made on this 3<sup>rd</sup> day of December, 2024.

**SECTION A. RECITALS**

1. This Agreement is for the Professional Design Services for the Ellwood Beach Drive Drainage Repair Project; and
2. This Agreement has been amended to provide for additional compensation (Amendment No. 1); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$109,210; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$9,275 for additional tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2024; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2025; and
7. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
8. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and
9. The City Council approved this Amendment No. 2, on this 3<sup>rd</sup> day of December, 2024.



## 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 \$9,275 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 \$118,485 (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 December 31, 2025, 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 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional year to read in its entirety:

The term of this Agreement is from the date first written above to December 31, 2025, unless the 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 following the notice to proceed.

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

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

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

**In concurrence and witness whereof**, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

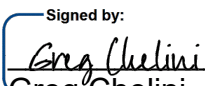
**CITY OF GOLETA**

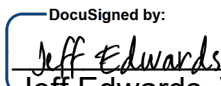
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Robert Nisbet, City Manager

**ATTEST:**

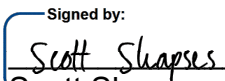
\_\_\_\_\_  
Deborah Lopez, City Clerk

**CONSULTANT**

Signed by:  
  
\_\_\_\_\_  
Greg Chelini, President

DocuSigned by:  
  
\_\_\_\_\_  
Jeff Edwards, Vice President

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

Signed by:  
  
\_\_\_\_\_  
Scott Shapses, Deputy City Attorney

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

### **Task 1: *Project Management, Quality Assurance/Quality Control, and Coordination***

Consultant shall project management, quality assurance/quality control (QA/QC) and client coordination/meetings.

1.1 Project Management

1.2 QA/QC

### **Task 2: *Preliminary Plans and Environmental Support***

Consultant shall support the City's environmental consultant, Rincon, by developing a preliminary site plan and project description for use in obtaining environmental clearances. Additional support will be provided to Rincon through the duration of the Project. Preliminary hydraulics and design will also be completed for the trash capture device.

### **Task 3: *Geotechnical Investigation***

Consultant shall provide a Geotechnical Report for the design of the Project. These services will consist of visiting the site, clearing utilities by contacting Underground Services Alert, a no-fee encroachment permit from the City, drilling two borings to 20 feet at the site, laboratory testing, summarizing data collected and performing geotechnical analysis as a basis for preparing recommendation for design of the Project.

### **Task 4: *Topographic Survey***

Consultant shall perform ground surveying and mapping for the proposed improvements. The mapping will be on an assumed local datum with control set for future construction reference/use. Survey will include the southern terminus of Ellwood Beach Drive and the surrounding area. The ground survey mapping over the above-described limits will include hardscape, structures, striping, signage, walls, fences, trees (6" in diam. and above), and observable utilities.

### **Task 5: *90% and Final PS&E***

Consultant shall provide a 90% complete draft set of plans, specifications, and cost opinion (PS&E) for construction of the proposed improvements. We will incorporate appropriate environmental mitigations as recommended by Rincon. The design will be based on the topographic survey prepared in Task 4, discussions with the City, and the environmental consultant. The plan set will include:

- Title sheet

- General, civil, grading, and environmental protection notes
- Demolition plan
- Site grading and improvement plan
- Trash capture device plan and sections
- Retaining wall plan and sections
- Civil details
- Erosion control plan and restoration

The 90% draft plan set will be submitted for review by the City. Based on the City comments and the design review meeting, we will revise the plan set to Final. Our scope of work assumes one round of combined comments from the City. The Final plans will be stamped and signed by a licensed civil engineer, registered in California.

Specifications will be in special provision format at the 90% and Final design levels with references to the 2021 Standard Specifications for Public Works Construction (Greenbook) requirements modified as appropriate. An opinion of probable cost will be provided at the 90% and Final design levels documenting the expected cost to construct the Project.

#### **Deliverables**

- A. Conceptual Site Plan
- B. Geotechnical Report
- C. Project Description
- D. 90% PS&E
- E. Final PS&E

#### **Task 6 – Hydrology Study**

MNS will use existing plans and available information to approximate drainage areas, identify potential areas of storm water run-on from neighboring areas or facilities, and perform a hydrologic analysis for the area. The study will be documented in a Technical Memorandum and include an existing site description, descriptions of the existing storm water conveyance system, a storm water runoff analysis detailing the peak runoff discharge rate and volume, analysis of the existing drain capacities, exhibits of the drainage management area, and calculation worksheets. We will utilize the HydroCAD software and SCS Curve Number method to evaluate stormwater flows and volumes.

The Draft Hydrology Study Technical Memorandum will be submitted for review to the City. Following receipt of review comments, a review meeting will be conducted. Following the review meeting, the Hydrology Study Technical Memorandum will be revised and finalized. The final Hydrology Study Technical Memorandum will be signed by a civil engineer licensed in the State of California.

#### **Deliverables:**

- A. Draft and Final Hydrology Study Technical Memorandum

## **ATTACHMENT 4**

Amendment No. 1 and Professional Services Agreement 2023-091 with MNS Engineers Inc.

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

This **Amendment No. 1** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **MNS Engineers, Inc.** ("Consultant") dated August 15, 2023 ("Agreement," Agreement No. 2023-091) is made on this 19th day of December, 2023.

**SECTION A. RECITALS**

1. This Agreement is for the professional design services for the Ellwood Beach Drive Drainage Repair Project; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$104,000; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$5,210 for continued tasks; and
4. The City Council approved this Amendment No. 1, on this 19th day of December 2023.

**SECTION B. AMENDED TERMS**

**Now therefore** City and Consultant agree as follows 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 \$5,210 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 \$109,210 (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 December 31, 2024, 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. 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**

DocuSigned by:  
Robert Nisbet  
Robert Nisbet, City Manager

**CONSULTANT**

DocuSigned by:  
Greg Chelini  
Greg Chelini, President

**ATTEST:**

DocuSigned by:  
Deborah Lopez  
Deborah Lopez, City Clerk

DocuSigned by:  
Jeff Edwards  
Jeff Edwards, Vice-President

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

DocuSigned by:  
Scott Shapses  
Scott Shapses, Deputy City Attorney

Project Name: Ellwood Beach Drive Drainage Repair

**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 15th day of August, 2023, 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 design services for Ellwood Beach Drive Drainage Repair 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.
4. The City Council, on this 15<sup>th</sup> day of August, 2023, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

**SECTION B. TERMS**

**1. RETENTION AS CONSULTANT**

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

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional Design Services in conjunction with Ellwood Beach Drive Drainage Repair shall generally include field survey, environmental coordination, geotechnical investigation, preparation of plans, specifications and engineer's estimate 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 \$104,000 (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, 2024, 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 Kent Yankee, PE. 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, 2024, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

## **7. OWNERSHIP OF DOCUMENTS**

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

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

This AGREEMENT is for professional services which are personal to CITY. Tyler Hunt, PE 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.

Subconsultants include Yeh and Associates, Inc. Jon Blanchard, Geotechnical.

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

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

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

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

## **10. INSURANCE**

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

Insurance shall include the following (or broader) coverage:

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

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

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to CITY’s vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage

through a period no less than three years after completion of the services required by this agreement.

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

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

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

## **12. CORRECTIONS**

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

## **13. TERMINATION BY CITY**

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

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

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

## **15. AUDIT OF RECORDS**

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

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

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

## **17. CONFLICT OF INTEREST**

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

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

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

## **19. MITIGATION OF DAMAGES**

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

## **20. GOVERNING LAW**

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

## **21. NONDISCRIMINATION**

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

TO CONSULTANT: MNS Engineers, Inc.  
201 N. Calle Cesar Chavez, Suite 300  
Santa Barbara, CA 93103

## 32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

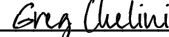
This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

**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


DocuSigned by:  
  
Robert Nisbet, City Manager

### CONSULTANT


DocuSigned by:  
  
Greg Chelini, President

### ATTEST

DocuSigned by:  
  
Deborah Lopez, City Clerk

DocuSigned by:  
  
Jeff Edwards, Vice-President

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

DocuSigned by:  
  
Scott Shapses, Deputy City Attorney

## **EXHIBIT A SCOPE OF WORK**

### **Task 1: *Project Management, Quality Assurance/Quality Control, and Coordination***

Consultant shall project management, quality assurance/quality control (QA/QC) and client coordination/meetings.

1.1 Project Management

1.2 QA/QC

### **Task 2: *Preliminary Plans and Environmental Support***

Consultant shall support the City's environmental consultant, Rincon, by developing a preliminary site plan and project description for use in obtaining environmental clearances. Additional support will be provided to Rincon through the duration of the Project. Preliminary hydraulics and design will also be completed for the trash capture device.

### **Task 3: *Geotechnical Investigation***

Consultant shall provide a Geotechnical Report for the design of the Project. These services will consist of visiting the site, clearing utilities by contacting Underground Services Alert, a no-fee encroachment permit from the City, drilling two borings to 20 feet at the site, laboratory testing, summarizing data collected and performing geotechnical analysis as a basis for preparing recommendation for design of the Project.

### **Task 4: *Topographic Survey***

Consultant shall perform ground surveying and mapping for the proposed improvements. The mapping will be on an assumed local datum with control set for future construction reference/use. Survey will include the southern terminus of Ellwood Beach Drive and the surrounding area. The ground survey mapping over the above-described limits will include hardscape, structures, striping, signage, walls, fences, trees (6" in diam. and above), and observable utilities.

### **Task 5: *90% and Final PS&E***

Consultant shall provide a 90% complete draft set of plans, specifications, and cost opinion (PS&E) for construction of the proposed improvements. We will incorporate appropriate environmental mitigations as recommended by Rincon. The design will be based on the topographic survey prepared in Task 4, discussions with the City, and the environmental consultant. The plan set will include:

- Title sheet
- General, civil, grading, and environmental protection notes
- Demolition plan
- Site grading and improvement plan
- Trash capture device plan and sections
- Retaining wall plan and sections
- Civil details
- Erosion control plan and restoration

The 90% draft plan set will be submitted for review by the City. Based on the City comments and the design review meeting, we will revise the plan set to Final. Our scope of work assumes one round of combined comments from the City. The Final plans will be stamped and signed by a licensed civil engineer, registered in California.

Specifications will be in special provision format at the 90% and Final design levels with references to the 2021 Standard Specifications for Public Works Construction (Greenbook) requirements modified as appropriate. An opinion of probable cost will be provided at the 90% and Final design levels documenting the expected cost to construct the Project.

#### **Deliverables**

- A. Conceptual Site Plan
- B. Geotechnical Report
- C. Project Description
- D. 90% PS&E
- E. Final PS&E

## EXHIBIT B SCHEDULE OF FEES



### 2023 STANDARD SCHEDULE OF FEES

#### PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$325
Senior Project/Program Manager.....	310
Project/Program Manager.....	260
Assistant Project/Program Manager.....	245
Senior Project Coordinator.....	185
Project Coordinator.....	155

#### ENGINEERING

Principal Engineer.....	\$290
Lead Engineer.....	255
Supervising Engineer.....	245
Senior Project Engineer.....	225
Project Engineer.....	200
Associate Engineer.....	180
Assistant Engineer.....	165

#### SURVEYING

Principal Surveyor.....	\$265
Lead Surveyor.....	255
Supervising Surveyor.....	220
Senior Project Surveyor.....	200
Project Surveyor.....	175
Associate Project Surveyor.....	165
Assistant Project Surveyor.....	150
Party Chief (PW).....	180
Chainperson (PW).....	150
One-Person Survey Crew (PW).....	215

#### CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$315
Senior Construction Manager.....	275
Senior Resident Engineer.....	250
Resident Engineer.....	240
Structure Representative.....	235
Construction Manager.....	220
Assistant Resident Engineer.....	200
Sr. Construction Inspector (PW).....	175
Construction Inspector (PW).....	168
Office Administrator.....	130

#### TECHNICAL SUPPORT

CADD Manager.....	\$200
Supervising Technician.....	170
Senior Technician.....	160
Engineering Technician.....	125

#### ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$185
Management Analyst.....	155
IT Technician.....	140
Graphics/Visualization Specialist.....	150
Administrative Assistant.....	100

#### GOVERNMENT SERVICES

City Engineer.....	\$250
Deputy City Engineer.....	225
Assistant City Engineer.....	215
Plan Check Engineer.....	190
Permit Engineer.....	185
City Inspector.....	185
Senior City Inspector (PW).....	195
City Inspector (PW).....	185
Principal Stormwater Specialist.....	180
Senior Stormwater Specialist.....	170
Stormwater Specialist.....	160
Stormwater Technician.....	140
Building Official.....	220
Senior Building Inspector.....	235
Building Inspector.....	165
Planning Director.....	225
Senior City Planner.....	205
Assistant Planner.....	195
Senior Grant Writer.....	180
Grant Writer.....	170
Associate Grant Writer.....	150
Assistant Grant Writer.....	130

*No annual escalation will be allowed*

Reimbursables + 10% markup  
*No mileage will be reimbursed*

## EXHIBIT C PROPOSED SCHEDULE

Kick-off Meeting	September 27, 2023
Topographic Survey	October 25, 2023
Geotechnical Investigation	November 22, 2023
Draft Preliminary Site Plan and Project Description	December 6, 2023
City Review	Four Weeks
Final Preliminary Site Plan and Project Description	January 24, 2024
90% and Final Design	TBD

## **ATTACHMENT 5**

Amendment No. 2 to Professional Services Agreement No. 2022-024 with NHC, Inc.

**AMENDMENT NO. 2  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
NORTHWEST HYDRAULIC CONSULTANT INC.**

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **NORTHWEST HYDRAULIC CONSULTANT INC.** ("Consultant") dated January 18, 2022 ("Agreement," Agreement No. 2022-024) is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SECTION A. RECITALS**

1. This Agreement is for the professional design services in conjunction With the San Jose Creek Channel Fish Passage Modification Project; and
2. This Agreement has been amended to extend the termination date to December 31, 2025, and identify new hourly rates (Amendment No. 1); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$340,921; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$151,780 for continued tasks *and* additional tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2025; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2026; and
7. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
8. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and
9. The Agreement currently provides in Exhibit B-1 entitled "Schedule of Fees" the hourly rates; and
10. The parties desire to amend Exhibit B-1 of the Agreement to identify the new hourly rates, attached as "Exhibit B-2"; and
11. City Council approved this Amendment No. 2, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Goleta  
Amendment No. 2 to Agreement No. 2022-024  
Page 1 of 13



## SECTION B. AMENDED TERMS

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

**For additional money:**

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$151,780 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 \$492,701 (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-2," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 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 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional twelve months to read in its entirety:

The term of this Agreement is from the date first written above to December 31, 2026, unless the 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 following the notice to proceed.

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

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

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

**Exhibit B-1 “Schedule of Fees”** with **Exhibit B-2 “Schedule of Fees”** attached hereto and incorporated herein.

5. 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**

**CONSULTANT**

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

Signed by:  
  
\_\_\_\_\_  
Erik Rowland, President

**ATTEST:**

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

Signed by:  
  
\_\_\_\_\_  
Ed Wallace, Principal

**APPROVED AS TO FORM:**

ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:  
  
\_\_\_\_\_  
Scott Sharpes, Deputy City Attorney

## **EXHIBIT A-1**

### **City of Goleta San Jose Creek Channel Fish Passage Project**

#### **SCOPE OF WORK BY NHC INC.**

#### **PHASE 1 TASKS**

##### **TASK 1: Design Coordination with NMFS, CDFW, and City of Goleta**

CONSULTANT shall attend up to 9 one-hour each bi-weekly coordination meetings in Goleta or by TEAMS, plus up to 9 two-hour each monthly summary meetings in Goleta or by TEAMS, for the expected nine (9) months of the primary design effort (total of 18 meetings). This assumes that up to 3 of the monthly summary meetings will be in-person held in Goleta.

Assumptions: CONSULTANT's budget includes all travel expenses required for up to 3 in-person meetings in Goleta. These meetings will be attended in-person by the CONSULTANT design lead, joined by up to one CONSULTANT member of the design support team via telephone. The remaining fifteen (15) total meetings will be attended via TEAMS by the CONSULTANT design lead. City will prepare draft meeting notes. City of Goleta will provide venue for any meetings and coordination activities associated with regulating agency collaboration and comment.

##### **Deliverables:**

- a. Electronic tracked-changes comments on meeting notes prepared by the City.

##### **AMENDMENT 2 - TASK 1.1: Additional Design Coordination with Agencies and City staff**

CONSULTANT shall attend up to 8 additional monthly coordination meetings by TEAMS of one hour each, over the course of the extended design process and modeling work to reach consensus on final weir designs. CONSULTANT shall prepare materials for each meeting and present summary slides during meeting and respond to questions forwarded by agency design team.

##### **TASK 2: Updated Hydrologic and Hydraulic Assessment**

CONSULTANT shall conduct an updated hydrologic assessment of San Jose Creek using USGS gage data or other data sources, as available. The hydrologic assessment will include development of a flow duration curve and a flood frequency curve for annual peak flows. The purpose of this work is to help identify appropriate low flow and high flow design discharges to be considered during design of the fish passage features. The

calculated flood frequency curve will be compared to the data utilized previously to design the flood flow capacity of the channel.

Hydrologic data developed above will be utilized to calculate hydraulic conditions throughout the project reach and within a portion of the natural channel upstream of the project reach throughout the range of fish passage flows of interest in Tasks through 7 below. Determination of appropriate fish passage flow range may be influenced by the hydraulic characterization of the fish passage conditions apparent in the "best" available reference reach selected from within the natural channel upstream of the project reach extending to the Highway 101 crossing. The "best" available reference reach determination will be made during a site visit in collaboration with the City, CDFW, and NMFS staff.

Assumptions: The City will provide additional field survey data for the natural reach upstream of Hollister Avenue extending from Hollister Avenue upstream to the Highway 101 bridge. Survey needs will be developed by CONSULTANT and provided to the City.

Deliverables:

- a. An initial Draft Design Report, to include flow duration curve and updated flood frequency curve.

### **TASK 3: Development of Weir Configurations for Study**

CONSULTANT shall coordinate with City, CDFW, and NMFS to establish and agree on three (3) weir configurations that would be initially tested using the Computational Fluid Dynamic (CFD) modeling design tasks. These may additionally be tested in the physical scale modeling. A fourth weir configuration may be developed that considers the performance of the three initial configurations, and it will be evaluated in the CFD modeling discussed in Task 5 below, and in the physical modeling discussed in Task 7 below.

Assumptions: The existing flow line of the built downstream reach of San Jose Creek Channel and the designed flow line included in the upstream channel will not be altered.

Deliverables:

- a. An updated Draft Design Report, to include summary design sketches of three proposed upstream weir configurations.

### **TASK 4: Development of Downstream Weir Design**

CONSULTANT shall develop a new breakaway or collapsible weir design for downstream weirs within the downstream 2650 feet of the existing flood control channel. Development of an appropriate design will require collaboration with Santa Barbara County Flood

Control District and the City to accomplish the objective of passing large flood events within the existing channel and yet be readily replaced and maintained during lower flows within the range of fish passage design flows.

Assumptions: The design is expected to accommodate fish passage within the range of fish passage design flows but not compromise regulatory flood flow capacity of the channel during large flow events.

Deliverables:

- a. An updated Draft Design Report to include fish passage weir design drawings for selected downstream weir concept.

## **TASK 5: Numerical CFD Hydraulic Modeling for Fish Passage**

CONSULTANT shall develop a Computational Fluid Dynamic (CFD) model of the flood control channel extending into the natural reach about 200 feet upstream of the Hollister Avenue Bridge to the downstream end of the flood control channel. Upstream boundary conditions will be based on previously developed HECRAS modeling results of the upstream natural reach, and downstream boundary conditions downstream will be based on USGS and NOAA tidal data for the lagoon. The CFD model will incorporate up to three different alternative fish passage weir and velocity cover element design configurations, within the uniform flood control channel and fish passage channel flow line geometry. These three alternatives are expected to be developed in collaboration with the NMFS and CDFW staff participating in the regular project design coordination effort described in Task 1 and Task 3 above. The CFD model will be used to simulate up to 10 steady state flows, including up to 5 flows within the range from low criteria fish passage flow to high criteria fish passage flow, and up to 5 higher flows tentatively equivalent to the 2-yr, 10-yr, 25-yr, 50-yr, and 100-yr recurrence interval flow events. These flows will be based on the summary review of existing historical USGS flow data for San Jose Creek and development of updated flow duration and exceedance curves in Task 2 above.

CONSULTANT shall evaluate the three initial weir configurations developed in Task 3 above and may also evaluate a fourth weir configuration that considers the performance of the three initial configurations and incorporates features of one or more of them. Evaluation of this potential fourth alternative will follow the collaborative development of the three initial weir designs with the team (CDFW, NMFS, City, NHC), after the Computational Fluid Dynamic (CFD) modeling results of the initial three weir configurations have been produced and reviewed.

Assumptions: The USGS historical gage record data, however incomplete, will be sufficient for development of hydrologic statistical data necessary to define the 10 flows to be modeled. As noted in Task 3 above, the existing flow line of the San Jose Creek Channel and the designed flow line included in the upstream channel will not be altered.

**Deliverables:**

- a. An updated Draft Design Report, to include the electronic summary of CFD modeling results, including hydraulic profiles, tabular summary results, and plan and isometric view 3-D velocity, water surface, and other graphical representations of important hydraulic characteristics illustrating the calculated results.
- b. Animation of CFD model results will be submitted as well, which are intended to provide a medium for collaborative consideration of the detailed hydraulic conditions affecting fish passage and sediment deposition.
- c. All CFD model results, and boundary condition data will be summarized within the Final Design Report developed for this project.

**TASK 6: Sediment Transport Study**

CONSULTANT shall develop a simplified one-dimensional sediment transport model of the upstream natural reach of the San Jose Creek channel, to provide a range of appropriate boundary conditions for sediment entering the flood control channel. This task will include collection of sediment samples for bed sediments by the CONSULTANT, and, if possible, suspended sediment if conditions permit. These data will be input into the sediment transport model to calibrate the model equations such that the model reasonably reproduces the observed condition and behavior of the natural channel reach upstream of the flood control channel. The boundary conditions determined using the sediment transport modeling will be used as input to the physical modeling evaluations of sediment transport characteristics of the proposed weir configurations described in Task 7 below. The sediment transport model may also be used to compare the deposition behavior observed in the existing flood control channel by extending the 1-D sediment transport boundary downstream to include a portion of the existing flood control channel.

Assumptions: The bed sediment samples will be analyzed by CONSULTANT or a local analytical laboratory at the direction of the CONSULTANT, accustomed to the determination of key sediment transport parameters needed for the sediment transport modeling. Model calibration will be accomplished using analogous sediment transport studies of other southern California stream within the region near San Jose Creek, with similar watershed geology and hydrology. No separate verification will be conducted for the model, as there is no available previous sediment transport modeling available, and no field data collection for the proposed fish passage channel features and their effects on sediment transport are available. Sediment transport model simulation results will be considered qualitative, indicating general trends toward aggradation (deposition) or scour only, rather than quantitative in nature.

**Deliverables:**

- a. An updated Draft Design Report, to include an electronic summary of Sediment Transport modeling results, including bed sediment sample gradations, suspended sediment sample data (if practical and conditions permit), incoming sediment loads, sediment rating curves, sediment transport hydrographs, net deposition

within the flood control channel (both annual representations and dynamic per-event simulation results), and the section-by-section net deposition and scour in the upstream natural reach between the flood control channel and the Hwy 101 crossing.

## **TASK 7: Development of Physical Model for Selected Weir**

CONSULTANT shall develop a physical modeling plan to validate and refine the best weir configuration developed via Computational Fluid Dynamic (CFD) modeling in Task 5 above to evaluate how a new weir configuration will handle the sediment and debris loading, items that cannot be evaluated using CFD.

The physical model will be constructed at an appropriate scale to properly simulate the hydraulic and sediment transport characteristics of the fish passage channel and weir configuration. While the model scale has not been determined yet, for purposes of scoping this effort, we assume that the scale will likely be in the range of 1:6 to 1:16 depending on sediment gradations of samples collected in Task 6 above. The model will be used to evaluate the upstream reach of the flood control channel from the transition reach through the Hollister Avenue bridge and downstream well into the previously constructed channel section. The model test bed facility will be constructed atop the sump basin for space efficiency and will simulate roughly 750 feet to 900 feet of channel, which will include a portion of the upstream natural reach above Hollister Avenue Bridge and extend downstream around the bend in the previously constructed flood control channel. This length will permit the evaluation of the most critical section of the fish passage channel, with the results readily translated downstream through the rest of the flood control channel to all the other fish passage weirs. Modeling the entire length of the flood control channel is not necessary to understand and evaluate the fish passage characteristics of the preferred weir configuration, as all other weirs will be modified to produce similar results. Additionally, the physical space required to do so is prohibitively expensive for little additional benefit.

Modeling will likely include witness testing and evaluation attended in-person by key technical staff from CDFW, NMFS, and the City, with optional attendance via Microsoft Teams as needed. During the witness testing, we would expect that a consensus will be reached with City, CDFW and NMFS on the performance of all weir options and a decision made on which option to construct in the prototype.

Assumptions: The physical model will be used to test the weir options developed under Task 5 above. The model will incorporate up to 10 flows over a range from low fish passage flows to high flood flows, commensurate with the flows to be evaluated in Task 5 above. The direct comparison between CFD model results and physical scale modeling results will permit validation of the modeling simulations. Sediment transport evaluations in the physical scale modeling should be acknowledged to be qualitative in nature, with deposition volumes to be relative only, not absolute. The results of the physical scale



modeling as summarized in the Draft report will be reviewed by key technical staff from CDFW, NMFS, and the City within three weeks of submittal.

**Deliverables:**

- a. An updated Draft Design Report, to include the results of the physical modeling will be developed to summarize the physical scale model results for clear-water hydraulic characteristics in the channel and sediment transport characteristics in the channel for the three initial weir configurations and the fourth weir configuration identified in Task 5 above.
- b. Deliverables will also include an in-person witness test attended by key technical staff from CDFW, NMFS, and the City.
- c. The consensus opinion of weir design configuration will be presented in drawings as part of the modeling final report. The draft report will include modeling assumptions, methods, design and drawings, simulation results, and records of meeting notes and decisions made.
- d. The Draft Design Report will be issued as a Final Design Report including all results for Tasks 2 through 7 once comments are addressed on the Draft report

**AMENDMENT 2 - TASK 7.1: Additional Work for Development of Physical Model for Selected Weir**

CONSULTANT shall complete supplemental physical model modifications based on the witness test of November 2023, to accommodate additional options and scenarios. Consultant shall host a second witness test to test weir design options and secure general consensus of weir designs. CONSULTANT shall continue verification testing of consensus weir designs.

**TASK 8: Development of Design Plans and Technical Specifications**

CONSULTANT shall develop design plans and technical specifications for the selected fish passage features to be constructed within the existing flood control channel, based on the selected preferred alternative that arises from the agency collaboration conducted in Tasks 2 through 7 above. These plans will be developed to 65% complete, 95% complete, and 100% complete design, with each level of design documents reviewed by the City, the NMFS, and CDFW. Comments shall be resolved by CONSULTANT, in collaboration with the City, the NMFS, and CDFW, with summary comments and resolutions recorded in spreadsheet format, with the reviewer's identification and affiliation clearly stated. At each of these three phases of design, up to a two-hour Teams review conference will be attended by all reviewers and the CONSULTANT to discuss the comments and determine appropriate resolution. Comments and resolutions will be distributed to reviewers following each design phase review conference meeting.

Assumptions: The City will develop its own Division 0 specifications as necessary to conform to City standards for construction bid projects of similar scope. The



CONSULTANT shall develop the General Specifications and any Special Provisions needed to adequately define and communicate the project fish passage feature design to the contractor. Reviewers will furnish comments at least one week before the review conference meeting.

**Deliverables:**

- a. 65% Plans.
- b. 95% Plans, Technical Specifications and Construction Cost Estimate.
- c. 100% Plans, Technical Specifications and Construction Cost Estimate.
- d. Electronic Design Review Comment and Resolution spreadsheet shall be distributed by CONSULTANT following the review conferences for each phase of design as noted above.
- e. CONSULTANT shall distribute Design Plans and Specifications to reviewers at least one week prior to the scheduled review conference meeting as noted above, with markups and revisions arising from the previous phase comment review and resolution incorporated into the updated set for distribution.

**AMENDMENT 2 - TASK 8.1: Development of Design Plans and Technical Specifications – Caltrans Standard Plans and Specifications**

CONSULTANT shall develop Final Design Plans and Technical Specifications for the modifications of the existing fish passage weirs within the existing constructed flood control channel and the extension reach of the flood control channel through Hollister Avenue bridge consistent with TASK 8, and in compliance with Caltrans 2023 Standard Plans and Specifications.

**AMENDMENT 2 - TASK 8.2: Development of Detailed Upstream Grading Options and Final Plans**

CONSULTANT shall develop creek grading options for San Jose Creek upstream of Hollister Avenue. Options shall be selected to minimize riparian and right of way impacts and minimizing the need for engineered slopes. CONSULTANT shall use HEC RAS and CFD modeling to optimize design options. CONSULTANT shall include evaluation of the no-grading option with the assumption that natural erosion processes will achieve the necessary upstream morphologic changes to adjust the artificially elevated channel invert once the Hollister Avenue bridge replacement and flood control channel extension is constructed. CONSULTANT shall attend up to 6 focused grading design meetings. CONSULTANT shall prepare a draft and final Grading Report, accommodating review comments from the Project Team and capturing final consensus on the grading design.

**Deliverables:**

- a. Grading options with supporting HEC RAS and CFD model outputs.
- b. Right-of-Way Mapping.
- c. Draft and Final Grading Report.

### **TASK 9: Monitoring and Maintenance Plan**

CONSULTANT shall develop (with input from the City, CDFW and NMFS) a monitoring, maintenance and adaptive management plan for the project based upon the results of the design and modeling (physical and numerical) efforts.

Deliverables:

- a. Draft Monitoring and Maintenance Plan.
- b. Final Monitoring and Maintenance Plan.

### **TASK 10: Permitting Support for Technical Data**

CONSULTANT shall provide technical support to permitting staff at the City or contracted to the City as needed to prepare permit application documents and materials.

Assumptions: CONSULTANT will not prepare permit applications but will provide technical information as needed to support the permit process.

Deliverables:

- a. Electronic technical supporting documents and information submitted in electronic format to City as needed to support permitting process.

### **TASK 11: Construction Bidding Support**

CONSULTANT shall assist the City of Goleta in preparation for a pre-bid conference, responding to bidder inquiries, and preparing contract addenda as required during bid advertisement of the project. The City shall receive bids and furnish to CONSULTANT who shall tabulate and evaluate bids for construction of the project. CONSULTANT shall evaluate bids including reviewing math, reviewing bid substitutions, and contacting project references. CONSULTANT shall prepare up to three addenda if needed and submit to City for distribution to the prospective bidders. CONSULTANT shall review the lowest apparent responsive bid and report recommendations on contractor qualifications.

Assumptions: The project will be bid one time only. The City is the primary contact during bidding for questions and issuing addenda. The advertisement period lasts four weeks. CONSULTANT team spends a maximum of 20 hours responding to bidder inquiries and preparing addenda.

Deliverables:

- a. Bid inquiry and construction contractor responses (RFI's) to support City's various requests for assistance.

- b. Addenda items, as enumerated above.
- c. A recommendation letter regarding contract award.

## **TASK 12: Engineering During Construction (EDC) Services**

CONSULTANT shall provide engineering and consultation during construction of the fish passage features and any alteration of the transition reach upstream of the flood control channel limits. General tasks may include responding to RFI's, contractor submittals, inspections, vendor inquiries, exchanges, and observation of critical portions of the construction work as needed to determine conformance with design intent.

Assumptions: CONSULTANT shall respond to up to 5 RFI's, shall make up to three site observation visits during construction, and shall respond to up to 3 vendor inquiries. CONSULTANT shall notify City of apparent discrepancies with project design intent within two working days of identification of said discrepancies.

### **Deliverables:**

RFI review responses, submittal responses, exchange responses, vendor inquiry responses, site observation visit notes for each visit.

**EXHIBIT B-2 - Schedule of Fees for NHC, Inc.**

(Effective Jan 2024 – Dec 2026)

<b>Labor Category</b>	<b>Fee Rate \$/Hr</b>
Principal	310
Principal T3	290
Sr. Project Engineer/Scientist	260
Sr. Engineer/Scientist 1	220
Sr. Engineer/Scientist 2	205
Engineer/Scientist 1	185
Engineer/Scientist 2	160
Jr. Engineer/Scientist	140
GIS Analyst 1	165
GIS Analyst 2	135
Sr. CAD Designer	175
CAD Designer	135
Sr. Engineering Technician	160
Engineering Technician 1	145
Engineering Technician 2	135
Jr. Engineering Technician	105
Sr. Engineering Lab Technician	165
Engineering Lab Technician	135
Sr. Contract Administrator	260
Sr. Technical Editor	150
Technical Editor	135
Office Administrator	105
<b>Handling Charges / Fees</b>	
Markup on Subconsultants	10%
Markup on Reimbursables	10%
Markup on Travel/Subsistence	0%
<b>Plotting</b>	<b>\$/sheet</b>
Plots, bond, 11 x 17	\$2.00
Plots, bond, D size	\$4.00
Plots, oversize (running foot)	\$2.00
<b>Photocopies</b>	<b>\$/sheet</b>
B&W 8½ x 11	\$0.10
B&W 11 x 17	\$0.15
Color 8½ x 11	\$1.00
Color 11 x 17	\$2.00

*Refer to separate schedules for field and laboratory equipment charges**Travel reimbursement only for out of California travel, subject to pre-approval from City Staff.*

## **ATTACHMENT 6**

Amendment No. 1 and Professional Services Agreement No. 2024-024 with NHC, inc.

**AMENDMENT NO. 1  
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
NORTHWEST HYDRAULIC CONSULTANT INC.**

This **Amendment No. 1** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **NORTHWEST HYDRAULIC CONSULTANT INC.** ("Consultant") dated January 18, 2022 ("Agreement," Agreement No. 2022-024) is made on this 15th day of April, 2024.

**SECTION A. RECITALS**

1. This Agreement is for the professional design services in conjunction with the San Jose Creek Channel Fish Passage Modification Project; and
2. The Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2023; and
3. The parties desire to retroactively amend this Agreement so that this Amendment is effective as of December 31, 2023, and the term of the Agreement extends to December 31, 2025; and
4. The Agreement currently provides in Exhibit B entitled "Schedule of Fees" the hourly rates; and
5. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and
6. The City Manager approved this Amendment No. 1, on this 15th day of April, 2024.

**SECTION B. AMENDED TERMS**

**Now therefore** City and Consultant retroactively agree as follows that the Agreement be, and hereby is, amended as of December 31, 2023, as follows:

1. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional twenty-four months to read in its entirety:

The term of this Agreement is from the date first written above to December 31, 2025, unless the 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.

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

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

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**

DocuSigned by:  
  
Robert Nisbet, City Manager

**CONSULTANT**

DocuSigned by:  
  
Erik Rowland, President

**ATTEST:**

DocuSigned by:  
  
Deborah Lopez, City Clerk

DocuSigned by:  
  
Ed Wallace, Principal

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

DocuSigned by:  
  
Scott Shapses, Deputy City Attorney

**EXHIBIT B-1 - Schedule of Fees for NHC, Inc.**

(Effective Dec 2023 – Dec 2025)

<b>Labor Category</b>	<b>Fee Rate \$/Hr</b>
Principal	287
Principal T3	265
Sr. Project Engineer/Scientist	242
Sr. Engineer/Scientist 1	214.
Sr. Engineer/Scientist 2	186
Engineer/Scientist 1	164
Engineer/Scientist 2	141
Jr. Engineer/Scientist	130
GIS Analyst 1	164
GIS Analyst 2	124
Sr. Engineering Technician	164
Engineering Technician	130
Jr. Engineering Technician	101
Sr. Engineering Lab Technician	152
Sr. Contract Administrator	191
Sr. Technical Editor	169
Technical Editor	130
Office Administrator	101
<b>Handling Charges / Fees</b>	
Markup on Subconsultants	10%
Markup on Reimbursables	10%
Markup on Travel/Subsistence	0%
<b>Plotting</b>	<b>\$/sheet</b>
Plots, bond, 11 x 17	\$2.00
Plots, bond, D size	\$4.00
Plots, oversize (running foot)	\$2.00
<b>Photocopies</b>	<b>\$/sheet</b>
B&W 8½ x 11	\$0.10
B&W 11 x 17	\$0.15
Color 8½ x 11	\$1.00
Color 11 x 17	\$2.00

*Refer to separate schedules for field and laboratory equipment charges*

*Travel reimbursement only for out of California travel, subject to pre-approval from City Staff.*



2022-024

**Project Name: San Jose Creek Channel  
Fish Passage Modification Project**

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
NORTHWEST HYDRAULIC CONSULTANT INC.**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 18th day of January 2022, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), **NORTHWEST HYDRAULIC CONSULTANTS, INC.**, (Washington State Corporation) (herein referred to as "CONSULTANT").

**SECTION A. RECITALS**

1. The CITY has a need for professional design services for the San Jose Creek Channel Fish Passage Modification 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 3.05.240 by the CONSULTANT's expertise and familiarity required for the project.
4. The City Council, on this 18th day of January 2022, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

**SECTION B. TERMS**

**1. RETENTION AS CONSULTANT**

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

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional design Services in conjunction with the San Jose Creek Channel Fish Passage Modification Project. Services shall

generally include design and agency collaboration services related to fish-passage design along the San Jose Creek Channel 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 \$340,921 (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, 2023, 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 Gerald Comati. 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, 2023, 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. Ed Zapel is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

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

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

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

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

## **10. INSURANCE**

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

Insurance shall include the following (or broader) coverage:

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

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

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to CITY’s vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage

through a period no less than three years after completion of the services required by this agreement.

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



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

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

## **12. CORRECTIONS**

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

## **13. TERMINATION BY CITY**

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

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

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

## **15. AUDIT OF RECORDS**

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

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

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

## **17. CONFLICT OF INTEREST**

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

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

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



## **19. MITIGATION OF DAMAGES**

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

## **20. GOVERNING LAW**

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

## **21. NONDISCRIMINATION**

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: Ed Wallace  
Northwest Hydraulic Consultants, Inc.  
200 S. Los Robles Avenue, Suite 405  
Pasadena, CA 91101

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

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

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


#### **CITY OF GOLETA**

DocuSigned by:  
  
DE7CE406308944A...  
Michelle Greene, City Manager

#### **CONSULTANT**

DocuSigned by:  
  
4D0E7ADA3DE6440...  
ERIK ROWLAND, President

#### **ATTEST**

DocuSigned by:  
  
A3E00F3473CA47E...  
Deborah Lopez, City Clerk

DocuSigned by:  
  
1E23427373A14A0...  
Ed Wallace, Principal

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

DocuSigned by:  
  
A1BFB8F896161498...  
Winnie Cai, Assistant City Attorney

## **EXHIBIT A**

### **City of Goleta San Jose Creek Channel Fish Passage Modification Project**

#### **SCOPE OF WORK BY NHC INC.**

#### **PHASE 1 TASKS**

##### **TASK 1: Design Coordination with NMFS, CDFW, and City of Goleta**

CONSULTANT shall attend up to 9 one-hour each bi-weekly coordination meetings in Goleta or by TEAMS, plus up to 9 two-hour each monthly summary meetings in Goleta or by TEAMS, for the expected nine (9) months of the primary design effort (total of 18 meetings). This assumes that up to 3 of the monthly summary meetings will be in-person held in Goleta.

Assumptions: CONSULTANT's budget includes all travel expenses required for up to 3 in-person meetings in Goleta. These meetings will be attended in-person by the CONSULTANT design lead, joined by up to one CONSULTANT member of the design support team via telephone. The remaining fifteen (15) total meetings will be attended via TEAMS by the CONSULTANT design lead. City will prepare draft meeting notes. City of Goleta will provide venue for any meetings and coordination activities associated with regulating agency collaboration and comment.

**Deliverables:**

- a. Electronic tracked-changes comments on meeting notes prepared by the City.

##### **TASK 2: Updated Hydrologic and Hydraulic Assessment**

CONSULTANT shall conduct an updated hydrologic assessment of San Jose Creek using USGS gage data or other data sources, as available. The hydrologic assessment will include development of a flow duration curve and a flood frequency curve for annual peak flows. The purpose of this work is to help identify appropriate low flow and high flow design discharges to be considered during design of the fish passage features. The calculated flood frequency curve will be compared to the data utilized previously to design the flood flow capacity of the channel.

Hydrologic data developed above will be utilized to calculate hydraulic conditions throughout the project reach and within a portion of the natural channel upstream of the project reach throughout the range of fish passage flows of interest in

Tasks through 7 below. Determination of appropriate fish passage flow range may be influenced by the hydraulic characterization of the fish passage conditions apparent in the "best" available reference reach selected from within the natural channel upstream of the project reach extending to the Highway 101 crossing. The "best" available reference reach determination will be made during a site visit in collaboration with the City, CDFW, and NMFS staff.

Assumptions: The City will provide additional field survey data for the natural reach upstream of Hollister Avenue extending from Hollister Avenue upstream to the Highway 101 bridge. Survey needs will be developed by CONSULTANT and provided to the City.

Deliverables:

- a. An initial Draft Design Report, to include flow duration curve and updated flood frequency curve.

### **TASK 3: Development of Weir Configurations for Study**

CONSULTANT shall coordinate with City, CDFW, and NMFS to establish and agree on three (3) weir configurations that would be initially tested using the Computational Fluid Dynamic (CFD) modeling design tasks. These may additionally be tested in the physical scale modeling. A fourth weir configuration may be developed that considers the performance of the three initial configurations, and it will be evaluated in the CFD modeling discussed in Task 5 below, and in the physical modeling discussed in Task 7 below.

Assumptions: The existing flow line of the built downstream reach of San Jose Creek Channel and the designed flow line included in the upstream channel will not be altered.

Deliverables:

- a. An updated Draft Design Report, to include summary design sketches of three proposed upstream weir configurations.

### **TASK 4: Development of Downstream Weir Design**

CONSULTANT shall develop a new breakaway or collapsible weir design for downstream weirs within the downstream 2650 feet of the existing flood control channel. Development of an appropriate design will require collaboration with Santa Barbara County Flood Control District and the City to accomplish the objective of passing large flood events within the existing channel and yet be readily replaced and maintained during lower flows within the range of fish passage design flows.

Assumptions: The design is expected to accommodate fish passage within the range of fish passage design flows but not compromise regulatory flood flow capacity of the channel during large flow events.

**Deliverables:**

- a. An updated Draft Design Report to include fish passage weir design drawings for selected downstream weir concept.

## **TASK 5: Numerical CFD Hydraulic Modeling for Fish Passage**

CONSULTANT shall develop a Computational Fluid Dynamic (CFD) model of the flood control channel extending into the natural reach about 200 feet upstream of the Hollister Avenue Bridge to the downstream end of the flood control channel. Upstream boundary conditions will be based on previously developed HECRAS modeling results of the upstream natural reach, and downstream boundary conditions downstream will be based on USGS and NOAA tidal data for the lagoon. The CFD model will incorporate up to three different alternative fish passage weir and velocity cover element design configurations, within the uniform flood control channel and fish passage channel flow line geometry. These three alternatives are expected to be developed in collaboration with the NMFS and CDFW staff participating in the regular project design coordination effort described in Task 1 and Task 3 above. The CFD model will be used to simulate up to 10 steady state flows, including up to 5 flows within the range from low criteria fish passage flow to high criteria fish passage flow, and up to 5 higher flows tentatively equivalent to the 2-yr, 10-yr, 25-yr, 50-yr, and 100-yr recurrence interval flow events. These flows will be based on the summary review of existing historical USGS flow data for San Jose Creek and development of updated flow duration and exceedance curves in Task 2 above.

CONSULTANT shall evaluate the three initial weir configurations developed in Task 3 above and may also evaluate a fourth weir configuration that considers the performance of the three initial configurations and incorporates features of one or more of them. Evaluation of this potential fourth alternative will follow the collaborative development of the three initial weir designs with the team (CDFW, NMFS, City, NHC), after the Computational Fluid Dynamic (CFD) modeling results of the initial three weir configurations have been produced and reviewed.

Assumptions: The USGS historical gage record data, however incomplete, will be sufficient for development of hydrologic statistical data necessary to define the 10 flows to be modeled. As noted in Task 3 above, the existing flow line of the San Jose Creek Channel and the designed flow line included in the upstream channel will not be altered.

**Deliverables:**

- a. An updated Draft Design Report, to include the electronic summary of CFD modeling results, including hydraulic profiles, tabular summary results, and plan and isometric view 3-D velocity, water surface, and other graphical representations of important hydraulic characteristics illustrating the calculated results.
- b. Animation of CFD model results will be submitted as well, which are intended to provide a medium for collaborative consideration of the detailed hydraulic conditions affecting fish passage and sediment deposition.
- c. All CFD model results, and boundary condition data will be summarized within the Final Design Report developed for this project.

## **TASK 6: Sediment Transport Study**

CONSULTANT shall develop a simplified one-dimensional sediment transport model of the upstream natural reach of the San Jose Creek channel, to provide a range of appropriate boundary conditions for sediment entering the flood control channel. This task will include collection of sediment samples for bed sediments by the CONSULTANT, and, if possible, suspended sediment if conditions permit. These data will be input into the sediment transport model to calibrate the model equations such that the model reasonably reproduces the observed condition and behavior of the natural channel reach upstream of the flood control channel. The boundary conditions determined using the sediment transport modeling will be used as input to the physical modeling evaluations of sediment transport characteristics of the proposed weir configurations described in Task 7 below. The sediment transport model may also be used to compare the deposition behavior observed in the existing flood control channel by extending the 1-D sediment transport boundary downstream to include a portion of the existing flood control channel.

Assumptions: The bed sediment samples will be analyzed by CONSULTANT or a local analytical laboratory at the direction of the CONSULTANT, accustomed to the determination of key sediment transport parameters needed for the sediment transport modeling. Model calibration will be accomplished using analogous sediment transport studies of other southern California stream within the region near San Jose Creek, with similar watershed geology and hydrology. No separate verification will be conducted for the model, as there is no available previous sediment transport modeling available, and no field data collection for the proposed fish passage channel features and their effects on sediment transport are available. Sediment transport model simulation results will be considered qualitative, indicating general trends toward aggradation (deposition) or scour only, rather than quantitative in nature.

Deliverables:



- a. An updated Draft Design Report, to include an electronic summary of Sediment Transport modeling results, including bed sediment sample gradations, suspended sediment sample data (if practical and conditions permit), incoming sediment loads, sediment rating curves, sediment transport hydrographs, net deposition within the flood control channel (both annual representations and dynamic per-event simulation results), and the section-by-section net deposition and scour in the upstream natural reach between the flood control channel and the Hwy 101 crossing.

## **TASK 7: Development of Physical Model for Selected Weir**

CONSULTANT shall develop a physical modeling plan to validate and refine the best weir configuration developed via Computational Fluid Dynamic (CFD) modeling in Task 5 above to evaluate how a new weir configuration will handle the sediment and debris loading, items that cannot be evaluated using CFD.

The physical model will be constructed at an appropriate scale to properly simulate the hydraulic and sediment transport characteristics of the fish passage channel and weir configuration. While the model scale has not been determined yet, for purposes of scoping this effort, we assume that the scale will likely be in the range of 1:6 to 1:16 depending on sediment gradations of samples collected in Task 6 above. The model will be used to evaluate the upstream reach of the flood control channel from the transition reach through the Hollister Avenue bridge and downstream well into the previously constructed channel section. The model test bed facility will be constructed atop the sump basin for space efficiency and will simulate roughly 750 feet to 900 feet of channel, which will include a portion of the upstream natural reach above Hollister Avenue Bridge and extend downstream around the bend in the previously constructed flood control channel. This length will permit the evaluation of the most critical section of the fish passage channel, with the results readily translated downstream through the rest of the flood control channel to all the other fish passage weirs. Modeling the entire length of the flood control channel is not necessary to understand and evaluate the fish passage characteristics of the preferred weir configuration, as all other weirs will be modified to produce similar results. Additionally, the physical space required to do so is prohibitively expensive for little additional benefit.

Modeling will likely include witness testing and evaluation attended in-person by key technical staff from CDFW, NMFS, and the City, with optional attendance via Microsoft Teams as needed. During the witness testing, we would expect that a consensus will be reached with City, CDFW and NMFS on the performance of all weir options and a decision made on which option to construct in the prototype.



Assumptions: The physical model will be used to test the weir options developed under Task 5 above. The model will incorporate up to 10 flows over a range from low fish passage flows to high flood flows, commensurate with the flows to be evaluated in Task 5 above. The direct comparison between CFD model results and physical scale modeling results will permit validation of the modeling simulations. Sediment transport evaluations in the physical scale modeling should be acknowledged to be qualitative in nature, with deposition volumes to be relative only, not absolute. The results of the physical scale modeling as summarized in the Draft report will be reviewed by key technical staff from CDFW, NMFS, and the City within three weeks of submittal.

**Deliverables:**

- a. An updated Draft Design Report, to include the results of the physical modeling will be developed to summarize the physical scale model results for clear-water hydraulic characteristics in the channel and sediment transport characteristics in the channel for the three initial weir configurations and the fourth weir configuration identified in Task 5 above.
- b. Deliverables will also include an in-person witness test attended by key technical staff from CDFW, NMFS, and the City.
- c. The consensus opinion of weir design configuration will be presented in drawings as part of the modeling final report. The draft report will include modeling assumptions, methods, design and drawings, simulation results, and records of meeting notes and decisions made.
- d. The Draft Design Report will be issued as a Final Design Report including all results for Tasks 2 through 7 once comments are addressed on the Draft report

## **TASK 8: Development of Design Plans and Technical Specifications**

CONSULTANT shall develop design plans and technical specifications for the selected fish passage features to be constructed within the existing flood control channel, based on the selected preferred alternative that arises from the agency collaboration conducted in Tasks 2 through 7 above. These plans will be developed to 65% complete, 95% complete, and 100% complete design, with each level of design documents reviewed by the City, the NMFS, and CDFW. Comments shall be resolved by CONSULTANT, in collaboration with the City, the NMFS, and CDFW, with summary comments and resolutions recorded in spreadsheet format, with the reviewer's identification and affiliation clearly stated. At each of these three phases of design, up to a two-hour Teams review conference will be attended by all reviewers and the CONSULTANT to discuss the comments and determine appropriate resolution. Comments and resolutions will be distributed to reviewers following each design phase review conference meeting.

Assumptions: The City will develop its own Division 0 specifications as necessary to conform to City standards for construction bid projects of similar scope. The CONSULTANT shall develop the General Specifications and any Special Provisions needed to adequately define and communicate the project fish passage feature design to the contractor. Reviewers will furnish comments at least one week before the review conference meeting.

Deliverables:

- a. 65% Plans.
- b. 95% Plans, Technical Specifications and Construction Cost Estimate.
- c. 100% Plans, Technical Specifications and Construction Cost Estimate.
- d. Electronic Design Review Comment and Resolution spreadsheet shall be distributed by CONSULTANT following the review conferences for each phase of design as noted above.
- e. CONSULTANT shall distribute Design Plans and Specifications to reviewers at least one week prior to the scheduled review conference meeting as noted above, with markups and revisions arising from the previous phase comment review and resolution incorporated into the updated set for distribution.

### **TASK 9: Monitoring and Maintenance Plan**

CONSULTANT shall develop (with input from the City, CDFW and NMFS) a monitoring, maintenance and adaptive management plan for the project based upon the results of the design and modeling (physical and numerical) efforts.

Deliverables:

- a. Draft Monitoring and Maintenance Plan.
- b. Final Monitoring and Maintenance Plan.

### **TASK 10: Permitting Support for Technical Data**

CONSULTANT shall provide technical support to permitting staff at the City or contracted to the City as needed to prepare permit application documents and materials.

Assumptions: CONSULTANT will not prepare permit applications but will provide technical information as needed to support the permit process.

Deliverables:

- a. Electronic technical supporting documents and information submitted in electronic format to City as needed to support permitting process.

## **TASK 11: Construction Bidding Support**

CONSULTANT shall assist the City of Goleta in preparation for a pre-bid conference, responding to bidder inquiries, and preparing contract addenda as required during bid advertisement of the project. The City shall receive bids and furnish to CONSULTANT who shall tabulate and evaluate bids for construction of the project. CONSULTANT shall evaluate bids including reviewing math, reviewing bid substitutions, and contacting project references. CONSULTANT shall prepare up to three addenda if needed and submit to City for distribution to the prospective bidders. CONSULTANT shall review the lowest apparent responsive bid and report recommendations on contractor qualifications.

Assumptions: The project will be bid one time only. The City is the primary contact during bidding for questions and issuing addenda. The advertisement period lasts four weeks. CONSULTANT team spends a maximum of 20 hours responding to bidder inquiries and preparing addenda.

### **Deliverables:**

- a. Bid inquiry and construction contractor responses (RFI's) to support City's various requests for assistance.
- b. Addenda items, as enumerated above.
- c. A recommendation letter regarding contract award.

## **TASK 12: Engineering During Construction (EDC) Services**

CONSULTANT shall provide engineering and consultation during construction of the fish passage features and any alteration of the transition reach upstream of the flood control channel limits. General tasks may include responding to RFI's, contractor submittals, inspections, vendor inquiries, exchanges, and observation of critical portions of the construction work as needed to determine conformance with design intent.

Assumptions: CONSULTANT shall respond to up to 5 RFI's, shall make up to three site observation visits during construction, and shall respond to up to 3 vendor inquiries. CONSULTANT shall notify City of apparent discrepancies with project design intent within two working days of identification of said discrepancies.

### **Deliverables:**

- a. RFI review responses, submittal responses, exchange responses, vendor inquiry responses, site observation visit notes for each visit.

**EXHIBIT B****Schedule of Fees for NHC, Inc.**

(Effective Dec 2021 – Dec 2023)

<b>Labor Category</b>	<b>Fee Rate \$/Hr</b>
Principal	261
Principal T3	241
Sr. Project Engineer/Scientist	220
Sr. Engineer/Scientist 1	195
Sr. Engineer/Scientist 2	169
Engineer/Scientist 1	149
Engineer/Scientist 2	128
Jr. Engineer/Scientist	118
GIS Analyst 1	149
GIS Analyst 2	113
Sr. Engineering Technician	149
Engineering Technician	118
Jr. Engineering Technician	92
Sr. Engineering Lab Technician	138
Sr. Contract Administrator	174
Sr. Technical Editor	154
Technical Editor	118
Office Administrator	92
<b>Handling Charges / Fees</b>	
Markup on Subconsultants	10%
Markup on Reimbursables	10%
Markup on Travel/Subsistence	0%
<b>Plotting</b>	<b>\$/sheet</b>
Plots, bond, 11 x 17	\$2.00
Plots, bond, D size	\$4.00
Plots, oversize (running foot)	\$2.00
<b>Photocopies</b>	<b>\$/sheet</b>
B&W 8½ x 11	\$0.10
B&W 11 x 17	\$0.15
Color 8½ x 11	\$1.00
Color 11 x 17	\$2.00

*Refer to separate schedules for field and laboratory equipment charges**Travel reimbursement only for out of California Travel, subject to pre-approval from City Staff.*

## **ATTACHMENT 7**

Amendment No. 1 to Professional Services Agreement No. 2023-025 with Rincon Consultants, Inc.

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

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **RINCON CONSULTANTS, INC.** ("Consultant") dated March 21, 2023 ("Agreement," Agreement No. 2023-025) is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SECTION A. RECITALS**

1. This Agreement is for the professional environmental and permitting services in conjunction the San Jose Creek Channel Fish Passage Modification Project; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$197,313; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$60,916 for continued tasks *and* additional tasks; and
4. The Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2024; and
5. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2026; and
6. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
7. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and
8. City Council approved this Amendment No. 1, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SECTION B. AMENDED TERMS**

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

City of Goleta  
Amendment No. 1 to Agreement No. 2023-025  
Page 1 of 26

**For additional money:**

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$60,916 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 \$258,229 (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 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional eighteen months to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2026, unless the 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 following the notice to proceed.

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

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

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

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

CITY OF GOLETA

CONSULTANT

Robert Nisbet, City Manager

Signed by:  
Steven Hongola  
Steven Hongola, Vice President

ATTEST:

Deborah Lopez, City Clerk  
Officer

DocuSigned by:  
Lacrisa Davis  
Lacrisa Davis, Chief Financial Officer

APPROVED AS TO FORM:  
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:  
Scott Shapses  
Scott Shapses, Deputy City Attorney



## Exhibit A-1 Scope of Work

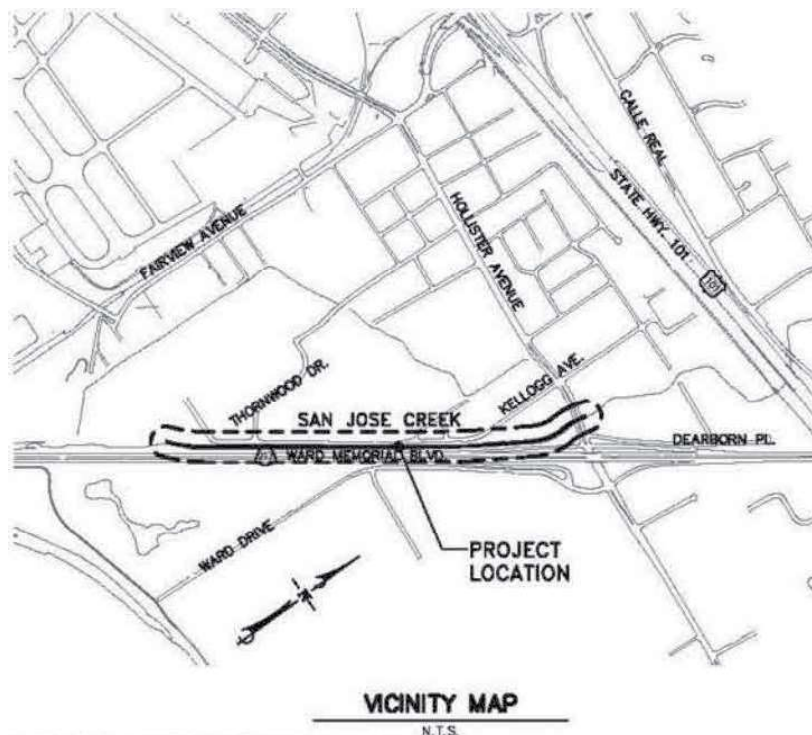
### Task 1 – CEQA

This scope of work includes preparation of an Addendum to the city's *Final Initial Study-Mitigated Negative Declaration for the San Jose Creek Capacity Improvement & Fish Passage Project* (Final MND; dated May 2007, with an approved addendum dated April 2008), pursuant to the CEQA. If, during our analysis, the Consultant identify any new or additional significant impacts, the Consultant will contact the city immediately to discuss an appropriate course of action (e.g., a Subsequent MND). The following tasks are included as part of our proposed scope of work.

#### Task 1.1 – Draft Addendum to the Final MND

Consultant shall prepare Draft Addendum which will serve as a second addendum to the original MND and include an introductory section describing the requirements of an addendum to a final MND, followed by a section that briefly describes the “approved project” evaluated in the 2007 Final MND and the proposed “current project.” The project location and limits of the “approved project” is shown below in Figure 1:

Figure 1 Approved Project Vicinity Map



The Draft Addendum will also include a discussion and comparison of each environmental issue area analyzed in the 2007 Initial Study included as part of the Final MND to determine whether the current project would result in new significant environmental effects or substantially increase the severity of previously identified significant effects, or if mitigation measures would be considerably different from those in the 2007 Final MND. The Draft Addendum will rely on information and data from a desktop review, the 2007 Final MND, the 2008 Addendum, the Biological Resources Assessment (BRA) for the current project (included in Task 1.4), and the Cultural Resources Technical Report for the current project (included in Task 4) to the extent feasible. Additionally, because the current project will modify weir designs currently included in the Hollister Avenue Bridge Replacement Project, the Draft Addendum will also rely on, and incorporate by reference, the city's 2015 *Final MND for Hollister Avenue Bridge Replacement Project* (2015 Final MND). Pursuant to *CEQA Guidelines* Section 15150, where all or part of another document is incorporated by reference, the incorporated language shall be considered to be set forth in full as part of the text of the current CEQA document. Because the current project components include modifications to both the San Jose Creek Fish Passage Project (as analyzed in the 2007 Final MND and the 2008 Addendum) and the Hollister Avenue Bridge Replacement Project (as analyzed in the 2015 Final MND), the Draft Addendum will discuss the changes in potential environmental impacts related to both projects. In addition to the environmental issue areas analyzed in the 2007 Final MND, since adoption of this Final MND, the topics of Forestry Resources, Energy, Tribal Cultural Resources, Wildfire, and (within Transportation) Vehicle Miles Traveled were added to the Environmental Checklist Form in Appendix G of the *CEQA Guidelines*. Therefore, the Draft Addendum will also discuss the potential for impacts associated with Forestry Resources, Energy, Tribal Cultural Resources, Wildfire, and Vehicle Miles Traveled.

Deliverables:

- A Draft Addendum in electronic format (Microsoft Word and/or PDF) for city review

Assumptions:

- One round of consolidated comments on the Draft Addendum will be addressed from the city

***Task 1.2 – Final Addendum to the Final MND***

Consultant shall revise the Draft Addendum based on one round of consolidated comments from the city, to be provided in an electronic, editable format. The Final Addendum will be submitted in electronic format to the city. This scope of work does not include providing documents that are accessible pursuant to the Americans with Disabilities Act (ADA) or printed copies. However, accessible

documents and/or printed copies can be provided for an additional fee. Per the *State CEQA Guidelines*, the Addendum does not need to be circulated for public review but must be considered by the City's decision makers. Following a decision on the project, Consultant shall prepare a Notice of Determination (NOD) for filing by the city.

**Deliverables:**

- A Final Addendum in electronic format (Microsoft Word and/or PDF) for city review
- An electronic version (Microsoft Word and/or PDF) of the Notice of Determination (NOD) for filing by the city

**Assumptions:**

- The city will pay all required filing fees

***Task 1.3 –Meeting/Hearing Attendance***

This task involves management, organization, and coordination with the city over the course of this scope of work. It also includes responding to telephone calls and emails regarding the project, monitoring the project budget and schedule, and other similar tasks. This task assumes meeting/hearing attendance by Consultant's Project Manager and/or CEQA Task Lead regarding the Addendum to the Final MND. If additional meeting/hearing time is requested by the city, a change order will be required.

***Task 1.4 – Limited Biological Resources Assessment Update***

Consultant shall provide a limited update to the previously completed Biological Resources Assessment (BRA). This update to the previously conducted BRA will be a database review to identify and evaluate any newly listed or candidate species to evaluate the potential for them to occur in the project. The following databases may be reviewed as part of the update: the CDFW California Natural Diversity Data Base (CNDDDB), USFWS Critical Habitat Portal, California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of California, and CDFW Special Animals List. This scope of work assumes that no new species with the potential to occur will be identified. The existing regulatory setting section will be updated as needed to reflect recent regulatory changes. The analysis is not anticipated to require substantive updates, and the previously conducted Biological Resources Analysis will not be revised. Limited field data gathered as part of Task 2 will be included as well as figures updated with any new data and new project information.

An additional limited field effort will be conducted to inventory the protected native trees within the project site as part of the field effort in Task 2. Some trees in the project site have been inventoried recently (fall and winter 2022) and in the past (10 years ago) as part of the Hollister Avenue Bridge Replacement Project.

Data from those efforts will be used to the extent feasible and expanded where needed. All trees within the project footprint with diameter-at-breast-height (DBH) of 4 inches or greater will be mapped and tree condition and level of expected impact will be documented. A tree protection zone will be mapped and displayed on a graphic of the project site. The tree protection zone will be defined as the area within the tree dripline out to approximately 5-feet from the dripline to account for the tree's critical root zone. The methods and results of the tree inventory will then be incorporated into the BRA.

This scope of work does not include agency consultation.

Deliverables:

- A BRA in electronic format (Microsoft Word and/or PDF) for city review

Assumptions:

- Assumes one round of review and response to comments from the city.
- No agency coordination will be necessary.
- The limited field work included in this task will be conducted as part of Task 2 and therefore, all time and expenses for the field effort is included
- in Task 2.
- A stand-alone arborist report will not be prepared.
- The BRA will include an assessment of the potential impacts to the Sister Witness Tree, as is required. Based on conversations with the project engineer, The Consultant understands and assumes there won't be impacts to the tree as a result if the proposed project, which will result in a minimal and straightforward explanation and statement as such in the BRA. However, if the mapping and evaluation of the tree protection zones included as part of this task reveals that project activities may result in impacts to the Sister Witness Tree, additional impact assessments may be necessary and can be provided under additional authorization.

## **AMENDMENT 1. Task 1.5: Design Coordination - Natural Channel**

Because the design of the upstream natural channel is in question as to whether grading is needed or if/how grading should be modified, the Consultant shall provide input to the City of Goleta's hydraulic consultant on what to consider during design. Consultant shall provide geographical information system (GIS) shapefiles of the native trees, jurisdictional delineation, and vegetation communities to aid in design. Additionally, coordinating the project footprint is important for the California Environmental Quality Act (CEQA) documents and the natural resource permits that will need to be prepared under the current scope of work.

## **Task 2 – Aquatic Resources Delineation**

Consultant shall conduct a review of potential jurisdictional waters within the project footprint, specifically San Jose Creek and any adjacent wetlands/waters, using the most current regulatory guidance and methodologies provided by the USACE, CDFW, and CCRWQCB. This review will build on and reference previous reviews completed within the project. The final determination regarding jurisdictional resources will be made by the resource agencies; for this reason, the term “potential” is used when discussing jurisdictional waters. All potential wetlands and non-wetland waters of the U.S. (WOUS) will be delineated onsite, in accordance with the following:

- Wetlands Delineation Manual (Environmental Laboratory 1987)
- Guidelines for Jurisdictional Determinations for Waters of the United States in the Arid Southwest (USACE 2001)
- Regulatory Guidance Letter No. 05-05: Ordinary High Water Mark Identification (USACE 2005)
- Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2008a)
- A Field Guide to the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States (USACE 2008b)
- Updated Datasheet for the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States (USACE 2010)
- Code of Federal Regulations sections that pertain to factors constituting the OHWM for non-wetland waters (“other waters”) (33 CFR 328.3 and 33 CFR 328.4)
- The City of Goleta’s New Zoning Ordinance (2020)
- The California Coastal Act (California Coastal Commission 2022)

Potential CDFW jurisdiction will be delineated in accordance with Section 1602(a) of the California Fish and Game Code (CFGF), including streambeds to the top of the bank and associated riparian vegetation, whichever is greater.

Potential CCRWQCB jurisdiction will be consistent with the agency’s established practice, limited to the top of the physical bank or the landward dripline of riparian vegetation, whichever is broader.

The results of the jurisdictional delineation will be presented in a Jurisdictional Delineation Report (JDR) suitable for submittal as an attachment to the permit applications/notifications discussed below for this project. The JDR will include a discussion of methodologies and results that detail the background information, field observations and data collected, and a summary of findings. Using a recent high-resolution aerial photograph and topographic map of the project site, Consultant shall overlay data collected using a Global Positioning System (GPS) unit capable of sub-meter accuracy to identify data collection locations and other pertinent biological information for submittal with the report. A project location map, data observation forms, and a delineation map will also be included.

### Deliverables:

- Jurisdictional Delineation Report (JDR) for USACE, CCRWQCB, and CDFW permit applications/notifications

### Assumptions:

- Only one field survey day will be required to conduct the formal jurisdictional delineation
- One round of comments on the JDR from the city
- Access and permission to enter will be provided to Consultant in writing prior to the field survey
- No access issues will be encountered during any of the pedestrian surveys

## **Task 3 -- Regulatory Permitting**

Based on basic project information for this stream improvement project, the project is anticipated to require a federal Clean Water Act (CWA) Section 404 permit from the USACE and the issuance of a Water Quality Certification (WQC) from the CCRWQCB pursuant to Sections 404 and 401 of the CWA. It is assumed that the project will qualify for the USACE Nationwide Permit (NWP) Program and not require a higher level of authorization. A Streambed Alteration Agreement (SAA) from the CDFW pursuant to Section 1600 *et seq.* of the CFGC is also anticipated to be required. As San Jose Creek is designated steelhead trout critical habitat, a Section 7 consultation with the NMFS will be required. Due to the nature of the project (fish habitat restoration), an alternatives analysis nor mitigation plan are anticipated to be required, and therefore will not be prepared under this scope.

Consultant shall work closely with the city to quickly identify and gather the appropriate application documentation for the project and coordinate with the agencies to help ensure the permitting process is completed as quickly and efficiently as possible. Consultant shall provide the city with the completed application packages for review and comment prior to submittal to the resource agencies. The following tasks include anticipated services necessary to obtain permits/authorizations for proposed impacts to jurisdictional waters onsite.

### ***Task 3.1 – USACE Nationwide Permit PCN Preparation***

Under Section 404(e) of the CWA, the USACE can issue NWPs to authorize activities that have minimal individual and cumulative adverse environmental effects. Consultant anticipates that NWP 27 for Aquatic Habitat Restoration, Enhancement, or Establishment Activities will be applicable to the project. As part of this proposed scope of work, Consultant shall prepare a USACE Pre-Construction Notification (PCN) checklist for NWP 27 and supporting documents. Consultant shall rely on waters data collected in Task 2 for the project to determine limits of jurisdiction. Consultant shall submit the PCN package to the city for review,



incorporate one round of requested changes, and upon approval, submit the package to the USACE unless otherwise directed.

Deliverables:

- A PCN package for NWP 27, including the PCN checklist, JDR, required maps, and project information

Assumptions:

- NWP 27 will be available and applicable for the project
- PCN is accepted by USACE on first submittal (i.e., applications deemed complete)
- Previously gathered aquatic resources data can be utilized for this project
- Project design plans, including GIS files denoting the limits of permanent and temporary disturbance, will be provided by the city
- Cultural resources review to satisfy the USACE's Section 106 requirements will be provided under Task 4 of this scope of services, and additional review will not be required
- If project design details change during the permitting process, additional Consultant effort and cost will be required
- The USACE will not require an evaluation of alternatives
- The USACE will view the project as restoration and not require a formal mitigation plan
- One round of comments on the PCN package from the city

***Task 3.2 – CCRWQCB Water Quality Certification Application Preparation***

Section 401 of the CWA requires that any person applying for a federal permit or license, which may result in a discharge into WOUS, must obtain a WQC that certifies the activity complies with all applicable water quality standards, limitations, and restrictions. An individual WQC is anticipated to be necessary. Consultant shall request a virtual pre-application meeting with the CCRWQCB and coordinate with CCRWQCB staff to confirm certification requirements in accordance with the U.S. Environmental Protection Agency's (EPA) Clean Water Act Section 401 Certification Rule. Consultant shall prepare a WQC application and supporting documentation, provide it to the city for review and comment, incorporate one round of requested changes, and upon approval, submit the application to the CCRWQCB unless otherwise directed. Based on the final site plans, Consultant shall calculate the anticipated CCRWQCB application fee. Based on the nature of the project, an analysis of alternatives is not anticipated to be required and therefore not included in this scope of services.

Deliverables:

- Application for CWA Section 401 WQC and supporting documentation

Assumptions:

- Consultant shall request and attend one (1) virtual pre-submittal meeting with CCRWQCB staff, concurrent with USACE, and CDFW staff (not to exceed two [2] hours)
- WQC application package will be accepted by CCRWQCB on first submittal (i.e., applications deemed complete)
- The CCRWQCB will not require an evaluation of alternatives
- The CCRWQCB will view the project as restoration and not require a formal mitigation plan
- One round of comments on the WQC application package from the city
- The city will be responsible for the WQC application fees and will coordinate the payment of these fees

***Task 3.3 – CDFW Streambed Alteration Agreement Preparation***

The project is anticipated to require a SAA under Section 1600 *et seq.* of the CFGC. CDFW requires notification through submittal of a Notification of Lake/Streambed Alteration (Notification). Consultant shall request a virtual pre-submittal meeting with CDFW and coordinate with CDFW staff to confirm notification requirements, including the CDFW fisheries team. Consultant shall prepare the Notification and supporting documentation, provide documentation to the city for review and comment, incorporate one round of requested changes, and upon your approval, submit the application to the CDFW, unless otherwise directed. As part of the application, payment of a fee to the CDFW is required and dependent on the project cost.

Deliverables:

- A CDFW SAA Notification and supporting documentation

Assumptions:

- Consultant shall request and attend one (1) virtual pre-submittal meeting with CDFW staff (concurrent with USACE, and CCRWQCB staff) (not to exceed two [2] hours)
- CDFW input on notification requirements, including from the fisheries team, will be provided during the pre-submittal meeting
- The CDFW will view the project as restoration and not require a formal mitigation plan
- Permit application is accepted by CDFW on first submittal (i.e., applications deemed complete)
- Basic description of project and site conditions and potential for species to occur will be consistent with the information prepared as part of the CEQA addendum in Task 1
- One round of comments on the Notification package from the city



- The city will be responsible for the Notification fees and will coordinate the payment of these fees

### ***Task 3.4 – Permit Tracking and Agency Coordination***

Once the applications are submitted, ongoing coordination with the USACE, CCRWQCB, and CDFW is needed to answer questions and help ensure that any potential issues are identified and resolved at the earliest possible opportunity. Coordination may include telephone, email, and/or written correspondence. Consultant shall provide up to **40 hours** of support post-submittal of the applications/notifications outlined in Tasks 3.1 through 3.3. This support may include requests for additional information, responses to comments, additional meetings, or any other agency request to support the project's interests and schedule. Should additional time be necessary in excess of the **40 hours**, Consultant shall notify the city prior to exhaustion of this budget.

#### **Deliverables:**

- The Consultant shall coordinate and communicate with the agencies during the permit review and approval process
- Email summaries of meetings and correspondence that include verification of agency requirements or other relevant information
- The Consultant shall review draft permits from the agencies and identify problematic permit conditions
- The Consultant shall coordinate with the city and the agencies to assist in obtaining final permit authorizations

### ***Task 3.5 – Preparation of CCC Coastal Development Permit (CDP) Application and Limited Post-Application Support***

Consultant shall prepare a CDP application for the project for submission to the CCC. The project description completed as a part of the USACE, CCRWQCB, and CDFW applications will be used for permit application submittal, as needed. This task includes:

- Pre-application submittal communications and up to one (1) remote meeting with CCC Staff (if required) concurrent with the pre-application meeting with USACE, CCRWQCB, and CDFW
- Post-application submittal CCC completeness review support and response
- Communication and coordination in support of the CCC hearing including attendance and response to comments (if necessary)
- Posting the CCC notification on site and provide documentation
- Submission of the self-addressed stamped envelopes required by the CCC for noticing
- Limited support from City Planner (subcontractor to Consultant), Laura Bridley, to support the CDP application and processing

#### **Assumptions:**

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- Includes pre-application submittal communications and up to three (3) remote meetings with CCC Staff (if required) concurrent with the pre-application meeting with USACE, CCRWQCB, and CDFW
- Post-application support and responses, including completeness response letter, communication and coordination in support of the CCC hearing including attendance and response to comments (if necessary)
- Assumes the city will provide the owner noticing list to be included in the initial CCC submittal
- Consultant shall post the CCC notification on site and provide documentation
- The city will coordinate all signatures required for CCC application including required local approvals for the proposed project, such as zoning variances, use permits, etc., as noted on Local Agency Review Form, Appendix B
- Biological reviews as part of Tasks 1 and 2, as well as the Cultural Resources review provided in Task 4 will be sufficient for this application, and no additional reviews will be required
- Does not include estimated permit fees; permit fees assumed to be paid directly by the city, if determined to be required after consultation with the CCC (refer to Appendix E page 19 of the CCC CDP application)
- The city will provide project plans that will be suitable for submission to the CCC and include site, grading, and erosion control plans
- Support from the City Planner (contractor to Consultant), Laura Brindley, will be limited to \$12,500, to include effort to notice envelopes based on a list of owners within 100-feet, provided by the city

Deliverables:

- CCC CDP Application Package and supporting materials (application, Project Description, biological reports, figures, etc.)
- Summary of on-site posting and notification
- One (1) completeness response letter

***Task 3.6 – Informal Section 7 Consultation Support with USFWS and NMFS***

The project location within San Jose Creek is designated critical habitat for steelhead trout. Additionally, the southern end of the project is within critical habitat for the tidewater goby. As such, the Consultant expect that the USACE will need to engage in Section 7 consultation with the NMFS as part of permitting, and USFWS if impacts are proposed to critical habitat for tidewater goby. Under Section 7, federal agencies (i.e., USACE) must consult with the USFWS and/or NMFS when any action the agency carries out, funds, or authorizes (such as through a permit; 404 permit) *may affect* a listed endangered or threatened species or designated critical habitat. This process usually begins as informal consultation. Consultations are initiated when the USACE issues a letter to the USFWS or NMFS to request the initiation of Section 7 consultation. It is anticipated that

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USFWS and NMFS will concur that the project is “not likely to adversely affect” any listed species or designated critical habitat, and no formal consultation will be warranted.

To support the consultations with USFWS and NMFS, Consultant shall prepare a Biological Assessment (BA) in accordance with the requirements of Section 7(a)(2) of the federal Endangered Species Act (16 United States Code 1536(c)) and interagency implementing regulations at 50 Code of Federal Regulations Part 402. Relevant literature and databases, such as the California Natural Diversity Database, the USFWS and NMFS Critical Habitat maps, prior biological technical studies performed in the project area during previously completed CEQA as well as under Task 1, project plans, aerial photographs, and topographic maps, will be examined. No additional field survey is anticipated.

The Consultant shall utilize previous general survey results (conducted under Tasks 1 and 2) to document the existing conditions of the project site and evaluate the suitability of habitat for tidewater goby and steelhead trout. The BA will describe habitat suitability and occurrence history of tidewater goby and steelhead trout within the project area. The BA will address effects to tidewater goby, steelhead trout, and their critical habitats and will include conservation measures (incorporated into the proposed action) to reduce the likelihood and magnitude of identified effects, as well as include an effects determination for the steelhead and for its critical habitat.

The Consultant shall anticipate to submit the NWP 27 PCN (Task 3.1) with the BA to the USACE, prior to the commencement of Section 7 consultation.

Deliverables:

- One BA report for Section 7 consultation with USFWS for tidewater goby and its designated critical habitat, and NMFS for steelhead trout and its designated critical habitat

Assumptions:

- Section 7 consultation is limited to USFWS for coordination on tidewater goby and its critical habitat and NMFS for coordination on steelhead trout and its critical habitat. If other species are identified that require consultation, additional authorization may be required.
- The hydrology/water quality analysis completed in the CEQA process for the downstream Hollister Avenue Bridge Replacement Project will be provided to Consultant by the city, will be adequate for NMFS, and additional review will not be needed
- A formal Section consultation will not be warranted
- The USFWS may request a survey for the tidewater goby, which will be completed under Task 7

### **Task 3.7 – Restoration Plan**

The Consultant shall prepare a Restoration Plan to address temporary impacts to protected native trees and riparian habitat within jurisdictional waters that would result from the proposed project. The Restoration Plan will be prepared to satisfy anticipated requirements of the USACE, CDFW, and CCRWQCB requirements, which have jurisdiction over activities affecting San Jose Creek. The Restoration Plan will summarize the project description, restoration objectives, biological setting, and site selection, as well as outline the restoration approach, source of plant materials, seed storage and plant propagation, plant installation methods, performance criteria, schedule, and the long-term maintenance, monitoring, and reporting program.

Given that the intent of the project is to restore fish passage and provide fish habitat, The consultant shall assume that the project will be viewed as restoration, and temporary impacts will be restored at a 1:1 ratio. The Consultant shall assume that mitigation will not be required. The Consultant shall anticipate that a Restoration Plan proposing restoration of the riparian areas that will be temporarily impacted by the Project will be sufficient, and that limited additional and immediately adjacent land would only be utilized for restoration efforts as needed to address replacement of individual protected native trees that cannot fit within the temporary impact restoration areas, i.e., removing non-native vegetation to allow for installation of native trees an understory.

#### Deliverables:

- A Restoration Plan in electronic format (Microsoft Word and/or PDF) for city review, either as a standalone document or as part of the project description in the agency permit applications

#### Assumptions:

- Assumes one round of review and response to comments from the city
- Assumes one round of review and response to comments from CDFW and CCRWQCB; that comments and changes will be limited and will not exceed
- a total of 5 hours
- The overall project will be viewed as environmentally beneficial by the
- agencies, and restoration of temporarily disturbed areas will be sufficient,
- and mitigation will not be required
- A Compensatory Mitigation Plan will not be required
- The Santa Barbara County Flood Control District will approve of the city approved restoration plan without change

### **Task 4 – Cultural Resources Review and Coordination**

Consultant shall prepare the necessary cultural resources studies for the project to meet the requirements of the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act (NHPA). Typically, the USACE does not accept reports that contain both CEQA and Section 106 language. Therefore, the cultural study will adhere to standards required for NHPA compliance but may be used to inform the project CEQA documents (MND).

#### ***Task 4.1 – Area of Potential Effects Map***

In accordance with the regulations of 36 CFR 800.16(d), Consultant shall prepare an Area of Potential Effects (APE) map that delineates an area of direct impacts (i.e., all areas of project ground disturbance including staging areas). Consultant anticipates the direct APE will be limited to areas in which improvement activities will occur. Consultant shall prepare and submit the APE map for approval by the City and the USACE. Upon approval of the APE map by the City and USACE, Consultant shall conduct Tasks 4.2 through 4.6.

#### ***Task 4.2 – Cultural Resources Records Search***

A cultural resources records search was previously performed for the San Jose Creek Capacity Improvement Project on January 14, 2009 (SAIC 2009). The USACE requires records search results no more than two years old. Therefore, Consultant shall conduct a California Historical Resources Information System (CHRIS) records search of the project APE and a 0.5-mile radius surrounding it at the Central Coast Information Center (CCIC) located at the Santa Barbara Museum of Natural History. The primary purpose of the records search is to identify previously recorded cultural resources known to exist within or near the APE. In addition to the archaeological inventory records and reports, an examination will be made of historical maps, the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), the California Historical Landmarks list, California Points of Historical Interest List, California Built Environment Resource Directory and Archaeological Determinations of Eligibility List. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the APE and adjacent vicinity. Due to the COVID-19 pandemic, the CCIC has suspended in-house records search appointments. CCIC staff are experiencing delays and turnaround times are approximately 2 to 3 weeks. Upon APE map approval by the City and USACE, Consultant shall provide the City and USACE with a schedule update.

#### ***Task 4.3 – Native American Heritage Commission***

Consultant shall contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF). The SLF search will indicate whether cultural resources important to Native Americans are present within the vicinity of the APE. This task does not constitute formal Native American Consultation under Assembly Bill 52 (AB 52). Consultant assumes the city will manage consultations under AB 52 without our assistance. Furthermore, Consultant understands that the USACE

manages any consultations under Section 106, internally without assistance from consultants. Limited AB52 support will be provided under Task 6.

***Task 4.4 – Local Interested Party Outreach***

Consultant shall contact individuals and/or organizations who may have knowledge of, or concerns with, historic properties in the area. Outreach will include inquiries to local governments and local historic groups regarding their knowledge of historic properties in the immediate vicinity of the APE. Consultant shall follow up with each of these groups via email or by telephone.

***Task 4.5 – Pedestrian Survey***

Upon completion of the records search, Consultant shall conduct a Phase I pedestrian survey of the APE. A Consultant archaeologist will conduct the survey using transects spaced at maximum intervals of 15 meters with transect accuracy maintained through use of a hand-held global positioning system (GPS) unit. Results of the previous records search performed for the San Jose Creek Capacity Improvement Project indicate that no cultural resources are documented within the current project APE. One previously recorded historic-period resource (CA-SBA-2204) and three prehistoric resources (CA-SBA-45, -46, and -1696) were identified within the 0.5-mile search radius and are located approximately 0.3-mile from the APE. Therefore, for the purposes of this scope, Consultant assumes that no cultural resources will be identified. No artifacts, samples, or specimens be collected during the survey. Consultant assumes the survey effort will be completed by one archaeologist in a single 8-hour day, inclusive of travel time. Consultant also assumes that the project APE will only include the approximately 8-acre direct project footprint and that an indirect APE will not need to be surveyed.

***Task 4.6 – Cultural Resources Technical Report***

Consultant shall prepare a Cultural Resources Technical Report documenting the results of the cultural study, as well as provide management recommendations for cultural resources within or near the project APE. The report will be included as an appendix to the MND Addendum being prepared for the project under Task 1. The report will be prepared following the California Office of Historic Preservation's Archaeological Resource Management Reports (ARMR): Recommended Contents and Format. The report will include figures depicting the area surveyed and studied for cultural resources. Draft copies of the report (digital pdf) will be submitted to the city and USACE for review and approval. Consultant assumes one round of revisions based on one round of comments from the city and USACE will be necessary to address cultural resources concerns. Once reviewed, digital copies of the final report will be prepared and submitted. Consultant assumes that consultation with the State Historic Preservation Office (SHPO) will be handled by USACE, and that Consultant shall not be needed for support with the consultation process.

**Deliverables:**

- One APE Map for review by the city and the USACE  
City of Goleta



- One Cultural Resources Technical Report

Assumptions:

- The City of Goleta will serve as the lead agency under CEQA
- The USACE will serve as the lead federal agency under Section 106
- Approximate turn-around time for CCIC records search results is anticipated to be 2 to 3 weeks upon receipt of request
- The survey of the APE will be completed by a single archaeologist in a single 8-hour day, inclusive of travel time
- No artifacts, samples, or specimens be collected during the survey
- No cultural resources will be encountered during the field survey that require recordation, updates, or evaluations for the NRHP or CRHR
- All deliverables will be delivered electronically
- One rounds of revisions based on one round of comments from the city and USACE will be necessary to address cultural resources concerns
- A copy of the Cultural Resources Technical report will be submitted to the CCIC after review and approval by the city and USACE
- Consultation with SHPO will be handled by USACE and that Consultant shall not be needed for support with the consultation process

**AMENDMENT 1. Task 4.7: Built Environment Evaluation**

The historic-period channel of San Jose Creek will be recorded and evaluated on California Department of Parks and Recreation 523 series forms (DPR forms) as part of the cultural resources field survey to determine if it qualifies as a historical resource under CEQA or a historic property under Section 106 of the National Historic Preservation Act (NHPA). The property's current condition, integrity and character-defining features will be noted by the archaeologist during the field survey under the original contract and scope of work and later evaluated by the architectural historian. Two maps will be prepared for inclusion in the DPR forms. One location map and one sketch map are required. Consultant shall perform additional research, as necessary, to evaluate the structure for potential historic significance and support the effects analysis included in the Cultural Resources Technical Report. The evaluation will be summarized in the Cultural Resources Technical Report and the California Department of Parks and Recreation 523 series forms will be included as an appendix in the report.

**Assumptions**

- No separate field survey will be conducted or required for the built environment evaluation; the survey will be combined with the archaeological resources field survey presently in the original contract and scope of work.

**Deliverables**

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- A. Two maps will be prepared for inclusion in the DPR forms.
- B. The evaluation will be summarized in the Cultural Resources Technical Report and the California Department of Parks and Recreation 523 series forms will be included as an appendix in the report.

#### **AMENDMENT 1. Task 4.8: Native American Outreach**

The Consultant will draft and send outreach letters to the 10 Native American contacts identified by the Native American Heritage Commission. All draft letters will go through our internal quality assurance/quality control (QA/QC) process prior to sending to the 10 Native American contacts. Two rounds of follow up calls to the 10 Native American contacts as part of a “good faith” follow up effort. Documentation of the outreach effort and responses received by Native American groups into a tracking table will be prepared. The tracking table will include the contacts, date the letters were sent, date of follow ups and any responses/comments/concerned received. Native American outreach efforts will be summarized in the Cultural Resources Technical Report and the tracking table will be attached as an appendix to the report.

#### **Assumptions**

- No field surveys will be conducted or required for cultural resources.

#### **Deliverables**

- A. 10 outreach letters
- B. Native American outreach efforts will be summarized in the Cultural Resources Technical Report and the tracking table will be attached as an appendix to the report.

#### **Task 5 - Project Management and Client Coordination**

The Consultant shall be highly responsive to project needs through effective project management and coordination with the various parties involved to ensure all project requirements described above are met and in an efficient and cost-effective manner. Consultant shall provide regular communication to the city throughout the course of the permitting process regarding project needs, changes, schedule, budget, and deliverables. This task includes miscellaneous activities required to manage the various tasks above such as regular e-mail and telephone communications and other tasks associated with contract administration, invoicing, and client coordination. The task covers internal quality control procedures, which include Consultant Program Manager and Principal review of all submittals that will be prepared under this work program. This task also includes clerical work and production and shipping of submittals to the agencies. This task is largely comprised of effort for Consultant staff to attend the biweekly team calls organized by the city to provide project status and solicit feedback from the city’s project team.

This work program will be executed under the direction of Consultant Principal Regulatory Specialist Christopher Julian and Senior Biologists/Project Managers Julie Love and



Elizabeth Atherton, all of whom have extensive experience overseeing similar regulatory permitting projects.

### **AMENDMENT 1. Task 5 - Project Management and Client Coordination**

The Consultant shall provide communication, coordination, and overall management of the mitigation scope of work, schedule, and budget. Because the timeframe and schedule for the project has changed substantially from a 18-month schedule with a quick turnaround in the beginning to construction now scheduled to begin in summer 2025, additional project management time has been spent on meetings with the project team and the agencies. These efforts have been conducted at the request of the City. Moving forward, the Consultant anticipates that additional time will be spent on monthly team meetings to discuss the design of the natural channel and other topics as team meetings will continue for a longer timeframe than originally scoped. To account for the 19-month extension of the scope of work and schedule, the existing project management services task and budget will be extended to through February 2026.

#### **Assumptions**

- 2 hours per month for 19 months for the Project Manager to attend meetings and conduct project management and other client communication.
- 1 hour per month for 19 months for administrative/clerical needs.

### **Task 6 - Assembly Bill 52 Consultation Assistance**

The Consultant shall assist the City with AB 52 consultation so the Tribal Cultural Resources section of the MND Addendum can be prepared in support of Tasks 1 and 4. Under AB 52, the city acting as the lead CEQA agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the completion of the MND Addendum (Tasks 1.1 and 1.2). Under this task, the Consultant shall assist the city with consultation for AB 52 by requesting a list of AB 52-specific Native American contacts from the NAHC. The Consultant shall provide the city letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52.

### **Task 7 – Tidewater Goby Presence/Absence Survey**

If a survey is requested for the tidewater goby by the USFWS during the informal consultation in Task 3.6, Consultant shall develop a plan to effectively conduct these surveys to meet the guidelines identified by USFWS and provide a high probability of locating any potential gobies located within the project area. Consultant shall prepare and file notifications with the CDFW and USFWS to obtain approval to complete the protocol survey, as required per the USFWS Recovery Permit for tidewater goby and CDFW Scientific Collecting Permit protocols.

The survey will be carried out in a single survey day to assess the presence or absence of tidewater goby and led by Ms. Julie Love who holds a USFWS Recovery Permit for tidewater goby (No. TE-217402-2). Ms. Love will serve as the “qualified biologist” who has been fully trained and authorized to survey for and potentially handle tidewater gobies as required by USFWS protocol. Two support biologists will assist the qualified biologist. The survey results will be documented and provided via a brief memorandum to be provided to the USFWS and CDFW.

Deliverables:

- Notifications to the CDFW and USFWS for protocol-survey approval
- Memorandum with survey results in support of the Section 7 informal consultation with USFWS

Assumptions:

- One survey day will be performed, limited to 10 hours each for three personnel (inclusive of travel)
- The survey report will be supplied to the city within two weeks following the completion of the survey effort
- The Consultant “qualified biologist” will be based out of the Santa Barbara office and complete one survey day, to be joined by two associate biologists
- Costs include expenses for fisheries equipment, including water quality testing and netting

## **Task 8 – Incidental Take Permit Preparation, Submittal, and Limited Coordination**

The Consultant shall prepare and submit an Incidental Take Permit (ITP) application for project impacts to steelhead trout. The application will be in letter format, organized in accordance with the permit application requirements set forth in CDFW regulations at 14 CCR 783.2. In addition to standard applicant and project information, the ITP application must also include the following:

- The common and scientific names of the species to be covered by the permit and the species' status under CESA, including whether the species is the subject of rules and guidelines pursuant to Section 2112 and Section 2114 of the Fish and Game Code
- A complete description of the project or activity for which the permit is sought
- The location of where the project or activity is to occur or to be conducted
- An analysis of whether and to what extent the project or activity for which the permit is sought could result in the taking of species to be covered by the permit
- An analysis of the impacts of the proposed taking on the species
- An analysis of whether issuing the ITP would jeopardize the continued existence of a species, including consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (A)

known population trends, (B) known threats to the species, and (C) reasonably foreseeable impacts on the species from other related projects and activities

- Proposed measures to minimize and fully mitigate the impacts of the proposed taking
- A proposed plan to monitor compliance with the minimization and mitigation measures and the effectiveness of the measures
- A description of the funding sources and the level of funding available for implementation of the minimization and mitigation measures
- Certification language as required by CDFW

The Consultant shall be available to coordinate with the city and the CDFW during review of the ITP application letter as described under the cost assumptions below.

#### Deliverables:

- ITP Application in electronic letter format

#### Assumptions:

- The Consultant shall review two rounds of consolidated comments from the City as well as associated revisions prior to submittal. Our cost assumes revisions would be relatively minor.
- The Consultant shall review one round of consolidated comments from CDFW as well as associated revisions. Our cost assumes revisions would be relatively minor.
- No additional surveys or reconnaissance site visits are necessary to complete the ITP application. The Consultant assume that surveys and site visits conducted under Task 2 will be sufficient to complete the application and describe existing conditions.
- Previous project design and modelling work to satisfy NMFS will be acceptable to CDFW and not need to be revisited
- The Consultant assume presence of steelhead trout; intensive fish surveys are not proposed
- The Consultant scope and cost do not include mitigation plans or restoration plans since the Consultant assume that no compensatory mitigation for habitat impacts will be required due to restorative nature of the project for this species and as all impacts occur in previously developed footprint of the project. If required by CDFW, the Consultant can prepare these plans under an additional scope and cost.
- Cost includes up to 20 hours of coordination time with CDFW and city outside of application preparation and addressing comments
- The city will be responsible for the application fees and will coordinate the payment of these fees

#### Assumptions

The Consultant has made the following general assumptions regarding the overall work project and program:

- The city will provide supporting digital files, georeferenced CAD files, and other information and data required for the surveys, JDR, and permit applications
- Meetings will be conducted every two weeks to discuss project status and updates
- The resource agencies will adhere to typical permit processing timeframes
- Existing project plans, analyses, and technical reports will be adequate for agency permit processing
- Digital copies of application materials will be submitted to the city. One round of minor revisions to the applications will be necessary following review.
- If the resource agencies require preparation of more comprehensive application materials or extensive consultations than assumed above, the Consultant will notify you immediately and determine if an amendment to the work scope is necessary
- No trees will be affected by the project. If rare plants are identified, additional surveys may be required that can be authorized under separate cover.
- While not anticipated, the Consultant will notify you immediately if we confirm that an archaeological resource is identified within the project site during the records search or pedestrian field survey.

#### **AMENDMENT 1. Task 9: CDFW Grant Assistance**

The Consultant understands that the City of Goleta is interested in pursuing grant funding for the San Jose Creek Fish Passage project. Based on research performed by Consultant and preliminary discussions between the Consultant and the City (see Task 9.1 Grant Research), it was determined that California Department of Fish and Wildlife (CDFW) grant opportunities may be the most viable current options for the City to pursue to fund the proposed project. As discussed, the CDFW Watershed Restoration Grants Branch program is an ongoing program that is currently accepting proposal applications. Additional grant support to be provided for the CDFW Watershed Restoration Grants Branch program (see Tasks 9.2 – 9.5) would be completed as described below.

As part of this task, the Consultant shall complete grant research (see Task 9.1) and will host a consultation meeting with CDFW staff (see Task 9.2) and provide support with the concept proposal that the City will be required to prepare for the CDFW Watershed Restoration Grants Branch program (see Task 9.3). If the concept proposal is accepted and the City would like additional grant writing support for the full application, the Consultant can provide that support as part of Task 9.4. Should CDFW deny the application and the City would like to pursue another second and separate CDFW grant, the Consultant has included a task to assist the City (see Task 9.5).

#### **AMENDMENT 1. Task 9.1: Grant Research**

The Consultant shall proceed with researching CDFW grants. The Consultant will present options as a slide deck to the City during a team meeting.

#### **Deliverables**

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Slide deck summarizing CDFW grant research

### **AMENDMENT 1. Task 9.2: CDFW Watershed Restoration Grants Branch Program Consultation Meeting**

The Consultant will organize and host one meeting between CDFW staff and the City project team to review the project and discuss any opportunities for modifications to better meet the grant requirements and ultimately CDFW's needs. It is anticipated that the meeting will last up to one hour and be conducted virtually. This scope includes time for the Consultant to coordinate with CDFW and the City to identify an optimal meeting time, host the meeting (including preparing a meeting agenda and orchestrating the conversation), and then provide a summary of meeting minutes and action items after the meeting.

#### **Assumptions**

- The Consultant will orchestrate host one virtual grant consultation meeting between CDFW and the City.

#### **Deliverables**

- A. Meeting agenda and meeting minutes
- B. One-hour virtual meeting with CDFW

### **AMENDMENT 1. Task 9.3: Grant Concept Proposal Preparation and Coordination Support**

The first formal step in the CDFW Watershed Restoration grant application process includes preparation of a concept proposal. The concept proposal must be submitted through the CDFW WebGrants portal and include information on geographic location, regional need, project type, readiness, threats, cost, and cost share, as well as alignment with the CDFW mission and program priorities. The Consultant shall work with the City to prepare a preliminary concept proposal for submittal by the City through the CDFW WebGrants portal. Concept proposals are generally required to be submitted by the project applicant. The Consultant anticipates that the Concept Proposal will be submitted in WebGrants by the City. For this task, the Consultant has budgeted 30 hours and anticipates that this time will be used to support the development of the concept proposal, with use of existing maps, figures, and project information. It is assumed that budget information will be provided by the City.

#### **Assumptions**

- A preliminary project description will be drafted and it is anticipated that the project may evolve slightly as more information is gleaned. If there are significant changes made to the project description, additional time may be required to prepare the supplemental information.
- Existing project maps and figures will be used.
- Project budget information will be provided by the City.

- The Environmental Compliance and Permitting Questionnaire will be completed by the City or with information provided by the City to the Consultant.

### **Deliverables**

- A. Draft concept proposal for City comment
- B. Final concept proposal for CDFW submittal

### **AMENDMENT 1. Task 9.4: CDFW Grant Preparation Support and Coordination**

If, upon completion of the grant concept proposal, CDFW invites the City to submit a full application, The Consultant shall provide support with the preparation and the compilation of the grant application package. Although the specific requirements for the grant are not available unless invited to apply, The Consultant anticipates that the application package would require preparation of a detailed line-item budget; robust project descriptions and connectivity to specific plans; management and reporting plans; and compilation of forms. For this task, the Consultant has budgeted 74 hours and anticipates that this time will be used to support the development of the full proposal, including 6 hours of time for a graphic designer to prepare updated maps or figures. The application will be prepared based on information provided by the City and the Consultant will work closely throughout the process to prepare and refine the application. The Consultant will provide regular updates throughout the grant development process as time is spent in order to track and manage the hours allotted for this task. Grant proposals are generally required to be submitted by the project applicant. The Consultant anticipates that the final documents will be submitted by the City. Although letters of support are not anticipated to be required for this grant application, if they are required, the City will orchestrate collecting the required documentation.

### **Assumptions**

- The Consultant has budgeted 74 hours and anticipates that this time will be used to support the development of the full proposal, including six hours of time for a graphic designer to prepare updated maps or figures.
- Although letters of support are not anticipated to be required for this grant application, if they are required, the City will orchestrate collecting the required documentation.
- The City will provide project specific information, including a refined/detailed project budget.

### **Deliverables**

- A. Draft grant application package for City comment
- B. Final grant application package for CDFW submittal

### **AMENDMENT 1. Task 9.5: Secondary CDFW Grant Preparation Support and Coordination**

In the event that the above outlined grant proposal (Task 9.4) is not awarded, the Consultant has included a task to re-package the proposal materials to adhere to a

second and separate CDFW grant that would be determined at that time. It is anticipated that repackaging the materials for an alternative CDFW grant will require minor updates and reconfiguration to the original grant documents prepared. If major updates or new documents are required, additional time may be required. The Consultant shall notify the City immediately upon identification of additional requirements, and any additional work beyond the 24 hours scoped for this task would be completed on a time and materials basis with City approval under a separate scope of work, in accordance with the Consultant standard fee schedule.

### **Assumptions**

- The Consultant has budgeted 24 hours and anticipates that this time will be used to repackage the proposal materials for resubmittal to another CDFW grant.

### **Deliverables**

- A. Draft grant application package for City comment
- B. Final grant application package for CDFW submittal

### **Schedule**

The Consultant shall initiate this project immediately following receipt of a signed contract and written Notice to Proceed (NTP), but it is understood that sufficient design of the project will be required prior to commencing on most tasks, expected early 2023. The duration of the tasks is expected to be 12 to 24 months.

## **ATTACHMENT 8**

Professional Services Agreement No. 2023-025 with Rincon Consultants, Inc.



**Project Name: SJ Ck Channel Fish Passage Modification Project**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
RINCON COUNSULANTS, INC**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 21st day of March, 2023, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and RINCON CONSULTANTS, INC, a California Corporation (herein referred to as "CONSULTANT").

**SECTION A. RECITALS**

1. The CITY has a need for professional environmental and permitting services for the San Jose Creek Channel Fish Passage Modification 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.
4. The City Council, on this 21st day of March, 2023, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

**SECTION B. TERMS**

**1. RETENTION AS CONSULTANT**

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

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional Services shall generally include environmental and permitting 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 \$197,313 (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, 2024, 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

Gerald Comati. 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, 2024, 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. Chris Julian 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.

Subconsultants/Subcontractors:

- Laura M. Bridley AICP, Laura Bridley, 805-896-2153

## **9. 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 investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

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

## **10. INSURANCE**

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

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

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

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

suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

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

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

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



## **12. CORRECTIONS**

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

## **13. TERMINATION BY CITY**

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

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

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

## **15. AUDIT OF RECORDS**

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

progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

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

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

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

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

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

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

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

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



## **20. GOVERNING LAW**

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

## **21. NONDISCRIMINATION**

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

TO CONSULTANT: Attention: Chris Julian, Principal  
Rincon Consultants, Inc.  
209 East Victoria Street  
Santa Barbara, CA 93101

### 32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

#### CITY OF GOLETA

DocuSigned by:  
Robert Msket, City Manager  
1AE8ACAD159E4D7...

#### CONSULTANT

DocuSigned by:  
Steven Hongola  
8DE69ADB0855423...  
Steven Hongola, Vice President

#### ATTEST

DocuSigned by:  
Deborah Lopez  
1A3E09F8473CA47E...  
Deborah Lopez, City Clerk

DocuSigned by:  
Lacrisa Davis  
799B3F21211B48F...  
Lacrisa Davis, Chief Financial Officer

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

DocuSigned by:  
Winnie Cai  
A1BF8F896161498...  
Winnie Cai, Assistant City Attorney

## **EXHIBIT A**

### **SCOPE OF WORK**

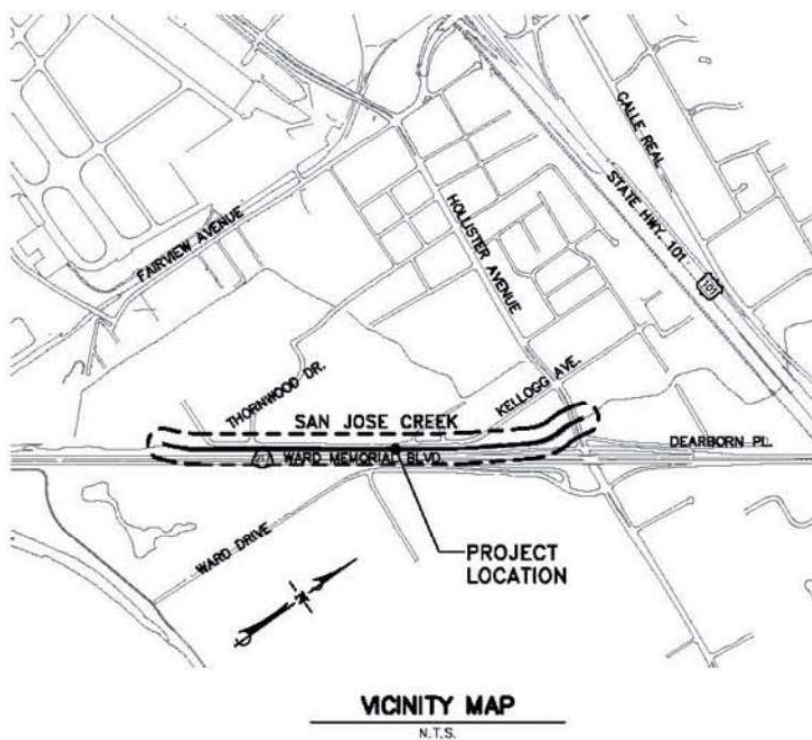
#### **Task 1 – CEQA**

This scope of work includes preparation of an Addendum to the city's *Final Initial Study-Mitigated Negative Declaration for the San Jose Creek Capacity Improvement & Fish Passage Project* (Final MND; dated May 2007, with an approved addendum dated April 2008), pursuant to the CEQA. If, during the Consultant's analysis, the Consultant shall identify any new or additional significant impacts, the Consultant shall contact the city immediately to discuss an appropriate course of action (e.g., a Subsequent MND). The following tasks are included as part of the Consultant's proposed scope of work.

##### ***Task 1.1 – Draft Addendum to the Final MND***

The Consultant shall Draft Addendum and thus will serve as a second addendum to the original MND and include an introductory section describing the requirements of an addendum to a final MND, followed by a section that briefly describes the "approved project" evaluated in the 2007 Final MND and the proposed "current project." The project location and limits of the "approved project" is shown below in Figure 1:

Figure 1 Approved Project Vicinity Map



The Draft Addendum will also include a discussion and comparison of each environmental issue area analyzed in the 2007 Initial Study included as part of the Final MND to determine whether the current project would result in new significant environmental effects or substantially increase the severity of previously identified significant effects, or if mitigation measures would be considerably different from those in the 2007 Final MND. The Draft Addendum will rely on information and data from a desktop review, the 2007 Final MND, the 2008 Addendum, the Biological Resources Assessment (BRA) for the current project (included in Task 1.4), and the Cultural Resources Technical Report for the current project (included in Task 4) to the extent feasible. Additionally, because the current project will modify weir designs currently included in the Hollister Avenue Bridge Replacement Project, the Draft Addendum will also rely on, and incorporate by reference, the city's 2015 *Final MND for Hollister Avenue Bridge Replacement Project* (2015 Final MND). Pursuant to *CEQA Guidelines* Section 15150, where all or part of another document is incorporated by reference, the incorporated language shall be considered to be set forth in full as part of the text of the current CEQA document. Because the current project components include modifications to both the San Jose Creek Fish Passage Project (as analyzed in the 2007 Final MND and the 2008 Addendum) and the Hollister Avenue Bridge Replacement Project (as analyzed in the 2015 Final MND), the Draft Addendum will discuss the changes in potential environmental impacts related to both projects. In addition to the environmental issue areas analyzed in the 2007 Final MND, since adoption of this Final MND, the topics of Forestry Resources, Energy, Tribal Cultural Resources, Wildfire, and (within

Transportation) Vehicle Miles Traveled were added to the Environmental Checklist Form in Appendix G of the *CEQA Guidelines*. Therefore, the Draft Addendum will also discuss the potential for impacts associated with Forestry Resources, Energy, Tribal Cultural Resources, Wildfire, and Vehicle Miles Traveled.

Deliverables:

- A Draft Addendum in electronic format (Microsoft Word and/or PDF) for city review

Assumptions:

- One round of consolidated comments on the Draft Addendum will be addressed from the city

***Task 1.2 – Final Addendum to the Final MND***

The Consultant shall revise the Draft Addendum based on one round of consolidated comments from the city, to be provided in an electronic, editable format. The Final Addendum will be submitted in electronic format to the city. This scope of work does not include providing documents that are accessible pursuant to the Americans with Disabilities Act (ADA) or printed copies. However, accessible documents and/or printed copies can be provided for an additional fee. Per the *State CEQA Guidelines*, the Addendum does not need to be circulated for public review but must be considered by the City's decision makers. Following a decision on the project, Consultant shall prepare a Notice of Determination (NOD) for filing by the city.

Deliverables:

- A Final Addendum in electronic format (Microsoft Word and/or PDF) for city review
- An electronic version (Microsoft Word and/or PDF) of the Notice of Determination (NOD) for filing by the city

Assumptions:

- The city will pay all required filing fees

***Task 1.3 –Meeting/Hearing Attendance***

This task involves management, organization, and coordination with the city over the course of this scope of work. It also includes responding to telephone calls and emails regarding the project, monitoring the project budget and schedule,

and other similar tasks. This task assumes meeting/hearing attendance by the Consultant's Project Manager and/or CEQA Task Lead regarding the Addendum to the Final MND. If additional meeting/hearing time is requested by the city, a change order will be required.

#### ***Task 1.4 – Limited Biological Resources Assessment Update***

The Consultant shall provide a limited update to the previously completed Biological Resources Assessment (BRA) will largely be a database review to identify and evaluate any newly listed or candidate species to evaluate the potential for them to occur in the project. The following databases may be reviewed as part of the update: the CDFW California Natural Diversity Data Base (CNDDDB), USFWS Critical Habitat Portal, California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of California, and CDFW Special Animals List. This scope of work assumes that no new species with the potential to occur will be identified. The existing regulatory setting section will be updated as needed to reflect recent regulatory changes. The analysis is not anticipated to require substantive updates, and the previously conducted Biological Resources Analysis will not be revised. Limited field data on vegetation and habitat types gathered as part of Task 2 will be included as well as figures updated with any new data and new project information.

An additional limited field effort will be conducted to inventory the protected native trees within the project site as part of the field effort in Task 2. Some trees in the project site have been inventoried recently (fall and winter 2022) and in the past (10 years ago) as part of the Hollister Avenue Bridge Replacement Project. Data from those efforts will be used to the extent feasible and expanded where needed. All trees within the project footprint with diameter-at-breast-height (DBH) of 4 inches or greater will be mapped and tree condition and level of expected impact will be documented. A tree protection zone will be mapped and displayed on a graphic of the project site. The tree protection zone will be defined as the area within the tree dripline out to approximately 5-feet from the dripline to account for the tree's critical root zone. The methods and results of the tree inventory will then be incorporated into the BRA.

This scope of work does not include agency consultation.

#### Deliverables:

- A BRA in electronic format (Microsoft Word and/or PDF) for city review

#### Assumptions:

- Assumes one round of review and response to comments from the city
- No agency coordination will be necessary
- The limited field work included in this task will be conducted as part of Task 2 and therefore, all time and expenses for the field effort is included in Task 2



A stand-alone arborist report will not be prepared.

The BRA will include an assessment of the potential impacts to the Sister Witness Tree, as is required. Based on conversations with the project engineer, The Consultant understands and assumes there won't be impacts to the tree as a result if the proposed project, which will result in a minimal and straightforward explanation and statement as such in the BRA. However, if the mapping and evaluation of the tree protection zones included as part of this task reveals that project activities may result in impacts to the Sister Witness Tree, additional impact assessments may be necessary and can be provided under additional authorization.

## **Task 2 – Aquatic Resources Delineation**

The Consultant shall conduct a review of potential jurisdictional waters within the project footprint, specifically San Jose Creek and any adjacent wetlands/waters, using the most current regulatory guidance and methodologies provided by the USACE, CDFW, and CCRWQCB. This review will build on and reference previous reviews completed within the project. The final determination regarding jurisdictional resources will be made by the resource agencies; for this reason, the term "potential" is used when discussing jurisdictional waters. All potential wetlands and non-wetland waters of the U.S. (WOUS) will be delineated onsite, in accordance with the following:

- Wetlands Delineation Manual (Environmental Laboratory 1987)
- Guidelines for Jurisdictional Determinations for Waters of the United States in the Arid Southwest (USACE 2001)
- Regulatory Guidance Letter No. 05-05: Ordinary High Water Mark Identification (USACE 2005)
- Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2008a)
- A Field Guide to the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States (USACE 2008b)
- Updated Datasheet for the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States (USACE 2010)
- Code of Federal Regulations sections that pertain to factors constituting the OHWM for non-wetland waters ("other waters") (33 CFR 328.3 and 33 CFR 328.4)
- The City of Goleta's New Zoning Ordinance (2020)
- The California Coastal Act (California Coastal Commission 2022)



Potential CDFW jurisdiction will be delineated in accordance with Section 1602(a) of the California Fish and Game Code (CFGF), including streambeds to the top of the bank and associated riparian vegetation, whichever is greater.

Potential CCRWQCB jurisdiction will be consistent with the agency's established practice, limited to the top of the physical bank or the landward dripline of riparian vegetation, whichever is broader.

The results of the jurisdictional delineation will be presented in a Jurisdictional Delineation Report (JDR) suitable for submittal as an attachment to the permit applications/notifications discussed below for this project. The JDR will include a discussion of methodologies and results that detail the background information, field observations and data collected, and a summary of findings. Using a recent high-resolution aerial photograph and topographic map of the project site, Consultant shall overlay data collected using a Global Positioning System (GPS) unit capable of sub-meter accuracy to identify data collection locations and other pertinent biological information for submittal with the report. A project location map, data observation forms, a vegetation community map, and a delineation map will also be included.

#### Deliverables:

- Jurisdictional Delineation Report (JDR) for USACE, CCRWQCB, and CDFW permit applications/notifications

#### Assumptions:

- Only one field survey day will be required to conduct the formal jurisdictional delineation and limited field efforts as noted in Task 1.4
- One round of comments on the JDR from the city
- Access and permission to enter will be provided to Consultant in writing prior to the field survey
- No access issues will be encountered during any of the pedestrian surveys

### **Task 3 -- Regulatory Permitting**

Based on basic project information for this stream improvement project, the project is anticipated to require a federal Clean Water Act (CWA) Section 404 permit from the USACE and the issuance of a Water Quality Certification (WQC) from the CCRWQCB pursuant to Sections 404 and 401 of the CWA. It is assumed that the project will qualify for the USACE Nationwide Permit (NWP) Program and not require a higher level of authorization. A Streambed Alteration Agreement (SAA) from the CDFW pursuant to Section 1600 *et seq.* of the CFGF is also anticipated to be required. As San Jose Creek is designated steelhead trout critical habitat, a

Section 7 consultation with the NMFS will be required. Due to the nature of the project (fish habitat restoration), an alternatives analysis and Compensatory Mitigation Plan are not anticipated to be required, and therefore will not be prepared under this scope. The limited impacts to trees and willow habitat will likely result in agency-requested restoration, and therefore a Restoration Plan will be prepared.

The Consultant shall work closely with the city to quickly identify and gather the appropriate application documentation for the project and coordinate with the agencies to help ensure the permitting process is completed as quickly and efficiently as possible. Consultant shall provide the city with the completed application packages for review and comment prior to submittal to the resource agencies. The following tasks include anticipated services necessary to obtain permits/authorizations for proposed impacts to jurisdictional waters onsite.

### ***Task 3.1 – USACE Nationwide Permit PCN Preparation***

Under Section 404(e) of the CWA, the USACE can issue NWP to authorize activities that have minimal individual and cumulative adverse environmental effects. Consultant anticipates that NWP 27 for Aquatic Habitat Restoration, Enhancement, or Establishment Activities will be applicable to the project. As part of this proposed scope of work, Consultant shall prepare a USACE Pre-Construction Notification (PCN) checklist for NWP 27 and supporting documents. Consultant shall rely on waters data collected in Task 2 for the project to determine limits of jurisdiction. Consultant shall submit the PCN package to the city for review, incorporate one round of requested changes, and upon approval, submit the package to the USACE unless otherwise directed.

#### Deliverables:

- A PCN package for NWP 27, including the PCN checklist, JDR, required maps, and project information

#### Assumptions:

- NWP 27 will be available and applicable for the project
- PCN is accepted by USACE on first submittal (i.e., applications deemed complete)
- Previously gathered aquatic resources data can be utilized for this project
- Project design plans, including GIS files denoting the limits of permanent and temporary disturbance, will be provided by the city
- Cultural resources review to satisfy the USACE's Section 106 requirements will be provided under Task 4 of this scope of services, and additional review will not be required
- If project design details change during the permitting process, additional Consultant effort and cost will be required

- The USACE will not require an evaluation of alternatives
- The USACE will view the project as restoration and not require mitigation
- One round of comments on the PCN package from the city

### ***Task 3.2 – CCRWQCB Water Quality Certification Application Preparation***

Section 401 of the CWA requires that any person applying for a federal permit or license, which may result in a discharge into WOUS, must obtain a WQC that certifies the activity complies with all applicable water quality standards, limitations, and restrictions. An individual WQC is anticipated to be necessary. The Consultant shall request a virtual pre-application meeting with the CCRWQCB and coordinate with CCRWQCB staff to confirm certification requirements in accordance with the U.S. Environmental Protection Agency's (EPA) Clean Water Act Section 401 Certification Rule. The Consultant shall prepare a WQC application and supporting documentation, provide it to the city for review and comment, incorporate one round of requested changes, and upon approval, submit the application to the CCRWQCB unless otherwise directed. Based on the final site plans, Consultant shall calculate the anticipated CCRWQCB application fee. Based on the nature of the project, an analysis of alternatives is not anticipated to be required and therefore not included in this scope of services.

#### Deliverables:

- Application for CWA Section 401 WQC and supporting documentation

#### Assumptions:

- The Consultant shall request and attend one (1) virtual pre-submittal meeting with CCRWQCB staff, concurrent with USACE, and CDFW staff (not to exceed two [2] hours)
- WQC application package will be accepted by CCRWQCB on first submittal (i.e., applications deemed complete)
- The CCRWQCB will not require an evaluation of alternatives
- The CCRWQCB will view the project as restoration and not require mitigation
- One round of comments on the WQC application package from the city
- The city will be responsible for the WQC application fees and will coordinate the payment of these fees

### ***Task 3.3 – CDFW Streambed Alteration Agreement Preparation***

The project is anticipated to require a SAA under Section 1600 *et seq.* of the CFGC. CDFW requires notification through submittal of a Notification of Lake/Streambed Alteration (Notification). The Consultant shall request a virtual pre-submittal meeting with CDFW and coordinate with CDFW staff to confirm

notification requirements, including the CDFW fisheries team. Consultant shall prepare the Notification and supporting documentation, provide documentation to the city for review and comment, incorporate one round of requested changes, and upon the City's approval, submit the application to the CDFW, unless otherwise directed. As part of the application, payment of a fee to the CDFW is required and dependent on the project cost.

Deliverables:

- A CDFW SAA Notification and supporting documentation

Assumptions:

- The Consultant shall request and attend one (1) virtual pre-submittal meeting with CDFW staff (concurrent with USACE, and CCRWQCB staff) (not to exceed two [2] hours)
- CDFW input on notification requirements, including from the fisheries team, will be provided during the pre-submittal meeting
- The CDFW will view the project as restoration and not require mitigation
- Permit application is accepted by CDFW on first submittal (i.e., applications deemed complete)
- Basic description of project and site conditions and potential for species to occur will be consistent with the information prepared as part of the CEQA addendum in Task 1
- One round of comments on the Notification package from the city
- The city will be responsible for the Notification fees and will coordinate the payment of these fees

***Task 3.4 – Permit Tracking and Agency Coordination***

Once the applications are submitted, ongoing coordination with the USACE, CCRWQCB, and CDFW is needed to answer questions and help ensure that any potential issues are identified and resolved at the earliest possible opportunity. Coordination may include telephone, email, and/or written correspondence. The Consultant shall provide up to **40 hours** of support post-submittal of the applications/notifications outlined in Tasks 3.1 through 3.3. This support may include requests for additional information, responses to comments, additional meetings, or any other agency request to support the project's interests and schedule. Should additional time be necessary in excess of the **40 hours**, the Consultant shall notify the city prior to exhaustion of this budget.

Deliverables:

- The Consultant shall coordinate and communicate with the agencies during the permit review and approval process

- Email summaries of meetings and correspondence that include verification of agency requirements or other relevant information
- The Consultant shall review draft permits from the agencies and identify problematic permit conditions
- The Consultant shall coordinate with the city and the agencies to assist in obtaining final permit authorizations

***Task 3.5 – Preparation of CCC Coastal Development Permit (CDP) Application and Limited Post-Application Support***

The Consultant shall prepare a CDP application for the project for submission to the CCC. The project description completed as a part of the USACE, CCRWQCB, and CDFW applications will be used for permit application submittal, as needed. This task includes:

- Pre-application submittal communications and up to one (1) remote meeting with CCC Staff (if required) concurrent with the pre-application meeting with USACE, CCRWQCB, and CDFW
- Post-application submittal CCC completeness review support and response
- Communication and coordination in support of the CCC hearing including attendance and response to comments (if necessary)
- Posting the CCC notification on site and provide documentation
- Submission of the self-addressed stamped envelopes required by the CCC for noticing
- Limited support from City Planner (subcontractor to Consultant), Laura Bridley, to support the CDP application and processing

Assumptions:

- Includes pre-application submittal communications and up to three (3) remote meetings with CCC Staff (if required) concurrent with the pre-application meeting with USACE, CCRWQCB, and CDFW
- Post-application support and responses, including completeness response letter, communication and coordination in support of the CCC hearing including attendance and response to comments (if necessary)
- Assumes the city will provide the owner noticing list to be included in the initial CCC submittal
- The Consultant shall post the CCC notification on site and provide documentation
- The city will coordinate all signatures required for CCC application including required local approvals for the proposed project, such as zoning variances, use permits, etc., as noted on Local Agency Review Form, Appendix B

- Biological reviews as part of Tasks 1 and 2, as well as the Cultural Resources review provided in Task 4 will be sufficient for this application, and no additional reviews will be required
- Does not include estimated permit fees; permit fees assumed to be paid directly by the city, if determined to be required after consultation with the CCC (refer to Appendix E page 19 of the CCC CDP application)
- The city will provide project plans that will be suitable for submission to the CCC and include site, grading, and erosion control plans
- Support from the City Planner (contractor to Consultant), Laura Bridley, will be limited to \$12,500, to include effort to notice envelopes based on a list of owners within 100-feet, provided by the city

Deliverables:

- CCC CDP Application Package and supporting materials (application, Project Description, biological reports, figures, etc.)
- Summary of on-site posting and notification
- One (1) completeness response letter

***Task 3.6 – Informal Section 7 Consultation Support with USFWS and NMFS***

The project location within San Jose Creek is designated critical habitat for steelhead trout. Additionally, the southern end of the project is within critical habitat for the tidewater goby. As such, the Consultant expect that the USACE will need to engage in Section 7 consultation with the NMFS as part of permitting, and USFWS if impacts are proposed to critical habitat for tidewater goby. Under Section 7, federal agencies (i.e., USACE) must consult with the USFWS and/or NMFS when any action the agency carries out, funds, or authorizes (such as through a permit; 404 permit) *may affect* a listed endangered or threatened species or designated critical habitat. This process usually begins as informal consultation. Consultations are initiated when the USACE issues a letter to the USFWS or NMFS to request the initiation of Section 7 consultation. It is anticipated that USFWS and NMFS will concur that the project is “not likely to adversely affect” any listed species or designated critical habitat, and no formal consultation will be warranted.

To support the consultations with USFWS and NMFS, the Consultant shall prepare a Biological Assessment (BA) in accordance with the requirements of Section 7(a)(2) of the federal Endangered Species Act (16 United States Code 1536(c)) and interagency implementing regulations at 50 Code of Federal Regulations Part 402. Relevant literature and databases, such as the California Natural Diversity Database, the USFWS and NMFS Critical Habitat maps, prior biological technical studies performed in the project area during previously completed CEQA as well as under Task 1, project plans, aerial photographs, and topographic maps, will be examined. No additional field survey is anticipated.



The Consultant shall utilize previous general survey results (conducted under Tasks 1 and 2) to document the existing conditions of the project site and evaluate the suitability of habitat for tidewater goby and steelhead trout. The BA will describe habitat suitability and occurrence history of tidewater goby and steelhead trout within the project area. The BA will address effects to tidewater goby, steelhead trout, and their critical habitats and will include conservation measures (incorporated into the proposed action) to reduce the likelihood and magnitude of identified effects, as well as include an effects determination for the steelhead and for its critical habitat.

The Consultant shall anticipate to submit the NWP 27 PCN (Task 3.1) with the BA to the USACE, prior to the commencement of Section 7 consultation.

Deliverables:

- One BA report for Section 7 consultation with USFWS for tidewater goby and its designated critical habitat, and NMFS for steelhead trout and its designated critical habitat

Assumptions:

- Section 7 consultation is limited to USFWS for coordination on tidewater goby and its critical habitat and NMFS for coordination on steelhead trout and its critical habitat. If other species are identified that require consultation, additional authorization may be required.
- The hydrology/water quality analysis completed in the CEQA process for the downstream Hollister Avenue Bridge Replacement Project will be provided to the Consultant by the city, will be adequate for NMFS, and additional review will not be needed
- A formal Section consultation will not be warranted
- The USFWS may request a survey for the tidewater goby, which will be completed under Task 7
- 

### **Task 3.7 – Restoration Plan**

The Consultant shall prepare a Restoration Plan to address temporary impacts to protected native trees and riparian habitat within jurisdictional waters that would result from the proposed project. The Restoration Plan will be prepared to satisfy anticipated requirements of the USACE, CDFW, and CCRWQCB requirements, which have jurisdiction over activities affecting San Jose Creek. The Restoration Plan will summarize the project description, restoration objectives, biological setting, and site selection, as well as outline the restoration approach, source of plant materials, seed storage and plant propagation, plant installation methods, performance criteria, schedule, and the long-term maintenance, monitoring, and reporting program.

Given that the intent of the project is to restore fish passage and provide fish habitat, The consultant shall assume that the project will be viewed as restoration, and temporary impacts will be restored at a 1:1 ratio. The Consultant shall assume that mitigation will not be required. The Consultant shall anticipate that a Restoration Plan proposing restoration of the riparian areas that will be temporarily impacted by the Project will be sufficient, and that limited additional and immediately adjacent land would only be utilized for restoration efforts as needed to address replacement of individual protected native trees that cannot fit within the temporary impact restoration areas, i.e., removing non-native vegetation to allow for installation of native trees an understory.

**Deliverables:**

- A Restoration Plan in electronic format (Microsoft Word and/or PDF) for city review, either as a standalone document or as part of the project description in the agency permit applications

**Assumptions:**

- Assumes one round of review and response to comments from the city
- Assumes one round of review and response to comments from CDFW and CCRWQCB; that comments and changes will be limited and will not exceed a total of 5 hours
- The overall project will be viewed as environmentally beneficial by the agencies, and restoration of temporarily disturbed areas will be sufficient, and mitigation will not be required
- A Compensatory Mitigation Plan will not be required
- The Santa Barbara County Flood Control District will approve of the city-approved restoration plan without change

## **Task 4 – Cultural Resources Review and Coordination**

The Consultant shall prepare the necessary cultural resources studies for the project to meet the requirements of the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act (NHPA). Typically, the USACE does not accept reports that contain both CEQA and Section 106 language. Therefore, the cultural study will adhere to standards required for NHPA compliance but may be used to inform the project CEQA documents (MND).

### ***Task 4.1 – Area of Potential Effects Map***



In accordance with the regulations of 36 CFR 800.16(d), the Consultant shall prepare an Area of Potential Effects (APE) map that delineates an area of direct impacts (i.e., all areas of project ground disturbance including staging areas). The Consultant anticipates the direct APE will be limited to areas in which improvement activities will occur. The Consultant shall prepare and submit the APE map for approval by the City and the USACE. Upon approval of the APE map by the City and USACE, Consultant shall conduct Tasks 4.2 through 4.6.

#### ***Task 4.2 – Cultural Resources Records Search***

A cultural resources records search was previously performed for the San Jose Creek Capacity Improvement Project on January 14, 2009 (SAIC 2009). The USACE requires records search results no more than two years old. Therefore, the Consultant shall conduct a California Historical Resources Information System (CHRIS) records search of the project APE and a 0.5-mile radius surrounding it at the Central Coast Information Center (CCIC) located at the Santa Barbara Museum of Natural History. The primary purpose of the records search is to identify previously recorded cultural resources known to exist within or near the APE. In addition to the archaeological inventory records and reports, an examination will be made of historical maps, the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), the California Historical Landmarks list, California Points of Historical Interest List, California Built Environment Resource Directory and Archaeological Determinations of Eligibility List. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the APE and adjacent vicinity. Due to the COVID-19 pandemic, the CCIC has suspended in-house records search appointments. CCIC staff are experiencing delays and turnaround times are approximately 2 to 3 weeks. Upon APE map approval by the City and USACE, Consultant shall provide the City and USACE with a schedule update.

#### ***Task 4.3 – Native American Heritage Commission***

The Consultant shall contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF). The SLF search will indicate whether cultural resources important to Native Americans are present within the vicinity of the APE. This task does not constitute formal Native American Consultation under Assembly Bill 52 (AB 52). The Consultant shall assume the city will manage consultations under AB 52 without the Consultant's assistance. Furthermore, Consultant understands that the USACE manages any consultations under Section 106, internally without assistance from consultants. Limited AB52 support will be provided under Task 6.

#### ***Task 4.4 – Local Interested Party Outreach***

The Consultant shall contact individuals and/or organizations who may have knowledge of, or concerns with, historic properties in the area. Outreach will

include inquiries to local governments and local historic groups regarding their knowledge of historic properties in the immediate vicinity of the APE. The Consultant shall follow up with each of these groups via email or by telephone.

#### ***Task 4.5 – Pedestrian Survey***

Upon completion of the records search, the Consultant shall conduct a Phase I pedestrian survey of the APE. The Consultant archaeologist shall conduct the survey using transects spaced at maximum intervals of 15 meters with transect accuracy maintained through use of a hand-held global positioning system (GPS) unit. Results of the previous records search performed for the San Jose Creek Capacity Improvement Project indicate that no cultural resources are documented within the current project APE. One previously recorded historic-period resource (CA-SBA-2204) and three prehistoric resources (CA-SBA-45, -46, and -1696) were identified within the 0.5-mile search radius and are located approximately 0.3-mile from the APE. Therefore, for the purposes of this scope, the Consultant assumes that no cultural resources will be identified. No artifacts, samples, or specimens be collected during the survey. The Consultant assumes the survey effort will be completed by one archaeologist in a single 8-hour day, inclusive of travel time. The Consultant also assumes that the project APE will only include the approximately 8-acre direct project footprint and that an indirect APE will not need to be surveyed.

#### ***Task 4.6 – Cultural Resources Technical Report***

The Consultant shall prepare a Cultural Resources Technical Report documenting the results of the cultural study, as well as provide management recommendations for cultural resources within or near the project APE. The report will be included as an appendix to the MND Addendum being prepared for the project under Task 1. The report will be prepared following the California Office of Historic Preservation's Archaeological Resource Management Reports (ARMR): Recommended Contents and Format. The report will include figures depicting the area surveyed and studied for cultural resources. Draft copies of the report (digital pdf) will be submitted to the city and USACE for review and approval. The Consultant assumes one round of revisions based on one round of comments from the city and USACE will be necessary to address cultural resources concerns. Once reviewed, digital copies of the final report will be prepared and submitted. Consultant assumes that consultation with the State Historic Preservation Office (SHPO) will be handled by USACE, and that Consultant shall not be needed for support with the consultation process.

#### **Deliverables:**

- One APE Map for review by the city and the USACE
- One Cultural Resources Technical Report

#### **Assumptions:**

City of Goleta  
Public Works Department – Rincon Consultants, Inc.  
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- The City of Goleta will serve as the lead agency under CEQA
- The USACE will serve as the lead federal agency under Section 106
- Approximate turn-around time for CCIC records search results is anticipated to be 2 to 3 weeks upon receipt of request
- The survey of the APE will be completed by a single archaeologist in a single 8-hour day, inclusive of travel time
- No artifacts, samples, or specimens be collected during the survey
- No cultural resources will be encountered during the field survey that require recordation, updates, or evaluations for the NRHP or CRHR
- All deliverables will be delivered electronically
- One rounds of revisions based on one round of comments from the city and USACE will be necessary to address cultural resources concerns
- A copy of the Cultural Resources Technical report will be submitted to the CCIC after review and approval by the city and USACE
- Consultation with SHPO will be handled by USACE and that Consultant shall not be needed for support with the consultation process

### **Task 5 - Project Management and Client Coordination**

The Consultant shall be highly responsive to project needs through effective project management and coordination with the various parties involved to ensure all project requirements described above are met and in an efficient and cost-effective manner. The Consultant shall provide regular communication to the city throughout the course of the permitting process regarding project needs, changes, schedule, budget, and deliverables. This task includes miscellaneous activities required to manage the various tasks above such as regular e-mail and telephone communications and other tasks associated with contract administration, invoicing, and client coordination. The task covers internal quality control procedures, which include the Consultant Program Manager and Principal review of all submittals that will be prepared under this work program. This task also includes clerical work and production and shipping of submittals to the agencies. This task is largely comprised of effort for the Consultant's staff to attend the biweekly team calls organized by the city to provide project status and solicit feedback from the city's project team.

This work program will be executed under the direction of the Consultant Principal Regulatory Specialist Christopher Julian and Senior Biologists/Project Managers Julie Love and Elizabeth Atherton, all of whom have extensive experience overseeing similar regulatory permitting projects.

## **Task 6 - Assembly Bill 52 Consultation Assistance**

The Consultant shall assist the City with AB 52 consultation so the Tribal Cultural Resources section of the MND Addendum can be prepared in support of Tasks 1 and 4. Under AB 52, the city acting as the lead CEQA agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the completion of the MND Addendum (Tasks 1.1 and 1.2). Under this task, the Consultant shall assist the city with consultation for AB 52 by requesting a list of AB 52-specific Native American contacts from the NAHC. The Consultant shall provide the city letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52.

## **Task 7 – Tidewater Goby Presence/Absence Survey**

If a survey is requested for the tidewater goby by the USFWS during the informal consultation in Task 3.6, Consultant shall develop a plan to effectively conduct these surveys to meet the guidelines identified by USFWS and provide a high probability of locating any potential gobies located within the project area. The Consultant shall prepare and file notifications with the CDFW and USFWS to obtain approval to complete the protocol survey, as required per the USFWS Recovery Permit for tidewater goby and CDFW Scientific Collecting Permit protocols.

The survey will be carried out in a single survey day to assess the presence or absence of tidewater goby and led by Ms. Julie Love who holds a USFWS Recovery Permit for tidewater goby (No. TE-217402-2). Ms. Love will serve as the “qualified biologist” who has been fully trained and authorized to survey for and potentially handle tidewater gobies as required by USFWS protocol. Two support biologists will assist the qualified biologist. The survey results will be documented and provided via a brief memorandum to be provided to the USFWS and CDFW.

### Deliverables:

- Notifications to the CDFW and USFWS for protocol-survey approval
- Memorandum with survey results in support of the Section 7 informal consultation with USFWS

### Assumptions:

- One survey day will be performed, limited to 10 hours each for three personnel (inclusive of travel)
- The survey report will be supplied to the city within two weeks following the completion of the survey effort

- The Consultant “qualified biologist” shall be based out of the Santa Barbara office and complete one survey day, to be joined by two associate biologists
- Costs include expenses for fisheries equipment, including water quality testing and netting

## **Task 8 – Incidental Take Permit Preparation, Submittal, and Limited Coordination**

The Consultant shall prepare and submit an Incidental Take Permit (ITP) application for project impacts to steelhead trout. The application will be in letter format, organized in accordance with the permit application requirements set forth in CDFW regulations at 14 CCR 783.2. In addition to standard applicant and project information, the ITP application must also include the following:

- The common and scientific names of the species to be covered by the permit and the species' status under CESA, including whether the species is the subject of rules and guidelines pursuant to Section 2112 and Section 2114 of the Fish and Game Code
- A complete description of the project or activity for which the permit is sought
- The location of where the project or activity is to occur or to be conducted
- An analysis of whether and to what extent the project or activity for which the permit is sought could result in the taking of species to be covered by the permit
- An analysis of the impacts of the proposed taking on the species
- An analysis of whether issuing the ITP would jeopardize the continued existence of a species, including consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (A) known population trends, (B) known threats to the species, and (C) reasonably foreseeable impacts on the species from other related projects and activities
- Proposed measures to minimize and fully mitigate the impacts of the proposed taking
- A proposed plan to monitor compliance with the minimization and mitigation measures and the effectiveness of the measures
- A description of the funding sources and the level of funding available for implementation of the minimization and mitigation measures
- Certification language as required by CDFW

The Consultant shall be available to coordinate with the city and the CDFW during review of the ITP application letter as described under the cost assumptions below.

Deliverables:

- ITP Application in electronic letter format

Assumptions:

- The Consultant shall review two rounds of consolidated comments from the City as well as associated revisions prior to submittal. The Consultant cost assumes revisions would be relatively minor.
- The Consultant shall review one round of consolidated comments from CDFW as well as associated revisions. The Consultant cost assumes revisions would be relatively minor.
- No additional surveys or reconnaissance site visits are necessary to complete the ITP application. The Consultant shall assume that surveys and site visits conducted under Task 2 will be sufficient to complete the application and describe existing conditions.
- Previous project design and modelling work to satisfy NMFS will be acceptable to CDFW and not need to be revisited
- The Consultant shall assume presence of steelhead trout; intensive fish surveys are not proposed
- The Consultant scope and cost does not include a mitigation plan since the Consultant shall assume that no compensatory mitigation for habitat impacts will be required due to restorative nature of the project for this species. If required by CDFW, the Consultant shall prepare this plan under an additional scope and cost.
- Cost includes up to 20 hours of coordination time with CDFW and city outside of application preparation and addressing comments
- The city will be responsible for the application fees and will coordinate the payment of these fees

**ASSUMPTIONS**

The Consultant has made the following general assumptions regarding the overall work project and program:

- The city will provide supporting digital files, georeferenced CAD files, and other information and data required for the surveys, JDR, and permit applications
- Meetings will be conducted every two weeks to discuss project status and updates
- The resource agencies will adhere to typical permit processing timeframes
- Existing project plans, analyses, and technical reports will be adequate for agency permit processing

- Digital copies of application materials will be submitted to the city. One round of minor revisions to the applications will be necessary following review.
- If the resource agencies require preparation of more comprehensive application materials or extensive consultations than assumed above, the Consultant shall notify the City immediately and determine if an amendment to the work scope is necessary
- If rare plants are identified, additional surveys may be required that can be authorized under separate cover.
- While not anticipated, the Consultant shall notify you immediately if the Consultant confirm that an archaeological resource is identified within the project site during the records search or pedestrian field survey.

### **SCHEDULE**

The Consultant shall initiate this project immediately following receipt of a signed contract and written Notice to Proceed (NTP), but it is understood that sufficient design of the project will be required prior to commencing on most tasks, expected early 2023. The duration of the tasks is expected to be 12 to 18 months.



## EXHIBIT B

### Schedule of Fees

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$295
Director II	\$295
Principal I	\$285
Director I	\$285
Senior Supervisor II	\$268
Supervisor I	\$250
Senior Professional II	\$234
Senior Professional I	\$218
Professional IV	\$194
Professional III	\$180
Professional II	\$160
Professional I	\$143
Associate III	\$120
Associate II	\$107
Associate I	\$100
Field Technician	\$86
Data Solutions Architect	\$180
Senior GIS Specialist	\$172
GIS/CADD Specialist II	\$153
GIS/CADD Specialist I	\$138
Technical Editor	\$135
Project Accountant	\$115
Billing Specialist	\$98
Publishing Specialist	\$110
Clerical	\$98

\* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals.

### Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11 x 17	\$0.55 (B&W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive



**Other direct costs** associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 5%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Equipment	Rate
<b>Environmental Site Assessment</b>	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
<b>Natural Resources Field Equipment</b>	
UAS Drone	\$276
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Sub-meter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
<b>Water and Marine Resources Equipment</b>	
Boat (26 ft. Radon or Similar)	\$621
Boat (20 ft. Boston Whaler or Similar)	\$345
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98

Net, Hand/Large Seine	\$57
<b>Field Equipment Packages</b>	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$57

*Effective January 1, 2023*

## **ATTACHMENT 9**

Professional Services Agreement with Rincon Consultants, Inc. for 2025 Storm  
Response Projects

Project Name: 2025 Storm Response

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
RINCON CONSULTANTS, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 3<sup>rd</sup> day of December 2024, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **Rincon Consultants, Inc.** a California Corporation (herein referred to as "CONSULTANT").

**SECTION A. RECITALS**

1. The CITY has a need for professional regulatory permit, arborist, and environmental services for the anticipated 2025 Storm Repair 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 3<sup>rd</sup> day of December 2024, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

**SECTION B. TERMS**

**1. RETENTION AS CONSULTANT**

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

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional regulatory support, arborist, and environmental services in conjunction with anticipated 2025 Storm Repair Projects. Services shall generally include coordination with

regulatory permit agencies, arborist services, and environmental oversight 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 \$100,000 (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, 2025, 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

Michael Winnewisser. 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, 2025, 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. Yuling Huo 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.

### **SUBCONSULTANTS**

Althouse & Meade, Inc.

Storrer Environmental Services, Inc.

Pax Environmental, Inc.

## **9. 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 investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

**(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

City of Goleta

Department of Public Works and Rincon Consultants, Inc.

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2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

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

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

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



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

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

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

## **12. CORRECTIONS**

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

## **13. TERMINATION BY CITY**

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

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

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

## **15. AUDIT OF RECORDS**

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

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

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

## **17. CONFLICT OF INTEREST**

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

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

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

## **19. MITIGATION OF DAMAGES**

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

## **20. GOVERNING LAW**

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

## **21. NONDISCRIMINATION**

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

## **22. TAXPAYER IDENTIFICATION NUMBER**

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

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

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

## **24. MODIFICATION OF AGREEMENT**

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

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

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

## **26. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that

may be required in connection with the performance of services under this AGREEMENT.

## 27. CAPTIONS

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

## 28. AUTHORIZATION

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

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

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

### 30. PARTIAL INVALIDITY

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

### 31. NOTICES

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

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

TO CONSULTANT: Attention: Chris Julian, Principal  
Rincon Consultants, Inc.  
209 East Victoria Street  
Santa Barbara, CA. 93101

City of Goleta  
Department of Public Works and Rincon Consultants, Inc.  
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### **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.

### **33. FEDERAL REQUIREMENTS**

FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant shall comply with all federal requirements including, but not limited to, the following:

1. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
2. Federal Contract Provisions attached hereto as **Exhibit “C”** and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

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

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

Signed by:  
\_\_\_\_\_  
Steven Hongola, Vice President

ATTEST

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

DocuSigned by:  
\_\_\_\_\_  
Lacrisa Davis, CFO

APPROVED AS TO FORM:  
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:  
\_\_\_\_\_  
Scott Sharpes, Deputy City Attorney

## **EXHIBIT A SCOPE OF WORK**





**Rincon Consultants, Inc.**

319 East Carrillo Street, Suite 105  
Santa Barbara, California 93101  
805-319-4092

November 6, 2024

Project No: 23-14230

Michael Winnewisser, Assistant Engineer  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, California 93117  
Via email: mwinnewisser@cityofgoleta.org

**Subject: Proposal to Provide the City of Goleta with Environmental Services for 2025 Storm Damage Support  
City of Goleta, California**

Dear Mr. Winnewisser:

Rincon Consultants, Inc. (Rincon) appreciates the opportunity to submit this proposal to provide the City of Goleta (City) with as-needed environmental services to support 2025 emergency permitting and construction compliance at multiple locations in the City of Goleta. We understand that storms during the 2023 to 2024 rain season have damaged storm drains and culverts and caused tree falls, and multiple creeks have sustained heavy flows of water, debris, and sediment causing conditions that require immediate repair. We understand the repair and tree removal work is required to alleviate imminent threats to life or property at these locations. We also understand that additional storm events could occur during the 2024 to 2026 rain season that could cause additional damage to City property. Our Scope of Work describes the general tasks needed to obtain emergency environmental permits and provide construction monitoring and tree removal support for immediate repair.

## **Scope of Work**

This Scope of Work is intended to provide support to the City and would be completed as-needed and as directed by the City. Support may be provided at several project locations that may include, but not be limited to, emergency tree removals, emergency culvert repair, and beach clean-up. For any of these projects, emergency support may include the following tasks.

### **Task 1 Field Assessment and Permitting Pathway Support**

This task includes time to conduct field surveys for emergency notification (Regional General Permit [RGP] 63) submitted to the U.S. Army Corps of Engineers (USACE). RGP 63 requires a brief description of the project area's existing conditions and anticipated environmental impacts resulting from the proposed work (amount of dredge or fill material, acreage of disturbance, removal of significant vegetation, loss of habitat, etc.).

This task would include time to conduct a brief field reconnaissance survey of the project area and a 100-foot buffer to map potentially jurisdictional resources and assess the potential for threatened or endangered species to occur. Rincon has conducted numerous studies of sensitive biological resources in the city and would leverage existing reports to conduct this task in a cost-efficient manner.

This task also includes tree surveys for emergency tree removals in coordination with the City Open Space Manager.



In addition, this task includes time to help the city determine the appropriate permit pathway for projects, such as whether a project should be submitted as an emergency permit with USACE/RWQCB/CDFW or a routine maintenance programmatic permit for maintenance or repair projects that are not an imminent emergency. The time and effort to support projects requiring a routine maintenance permit would be provided under a separate scope and cost.

## Task 2 Emergency Permit Notifications

For emergency work that may result in discharges of dredged or fill material into Waters of the U.S./state, a notification under Regional General Permit 63 (RGP 63) would be submitted to the USACE, and the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board would be notified under the Water Quality Certification for RGP 63. Additionally, for emergency work that may substantially affect the bed, bank, or streambed, the California Department of Fish and Wildlife would be notified through their Environmental Permit Information Management System (EPIMS). If any repair work occurs in the Coastal Zone, the California Coastal Commission would require an application for an emergency permit to be submitted prior to initiating the activity. Rincon is also able to support the City with their internal emergency permit process, including noticing requirements and hearing support.

Each notification requires the same general information, broadly summarized below:

- The applicant's name and contact information.
- The location of the project, illustrated on a map.
- A brief explanation of why the project qualifies as an emergency, including explanation of the imminent threat to life or property.
- A description of methods anticipated to be used to rectify the situation, including photographs, plans, drawings or sketches showing the area to be impacted, and a short narrative describing how the work is to be completed.
- A brief description of the existing site conditions and anticipated environmental impacts.

Rincon is able to prepare the majority of each notification but would work with the City to address items related to the project details, such as work limits, volumes of materials, etc.

## Task 3 Permit Submittal Coordination

Rincon is prepared to develop and submit each permit notification to the respective resource agency on behalf of the City and shall be available to field questions from agency staff related to the project. Rincon shall confirm the approach with the City prior to responding and can be available for field visits or virtual meetings to help streamline the permitting process. The USACE is required to coordinate with other resources agencies (i.e., Environmental Protection Agency, U.S. Fish and Wildlife Service, State Historic Preservation Officer, etc.) and are required to fully consider any comments received. The USACE may impose terms and conditions to avoid and minimize adverse effects on aquatic resources and may require mitigation to reduce the project's adverse environmental effects to a minimal level. Under this task, Rincon can support any coordination efforts or provide support on further technical reports such as a mitigation plan.

## Task 4 Construction Support

Rincon is well equipped to provide construction monitoring support. We have biologists, and ISA certified arborists on staff and can subcontract additional specialists as-needed to meet the needs of each project. We have an intimate knowledge of the biological resources present in the city, and we



understand that the projects could potentially affect monarch butterflies, tidewater goby, Southern California steelhead, and California red-legged frog, as well as nesting birds. We are able to subcontract Althouse and Meade, Inc. for support with monarch butterfly related items; Storrer Environmental Services for support with nesting birds; and Pax Environmental, Inc. for biological arborist monitoring support. With advanced notice, we are also able to provide archaeologists and native American monitors during earth disturbing activities, or as required by resource agencies.

## Task 5 Project Completion Notifications

The USACE, SWRCB, and CDFW require project completion documentation which includes a summary of the work performed, measures incorporated to protect the environment, and actual impacts sustained, with photo documentation of before/after conditions. Rincon is able to take the lead on completing each completion report in coordination with the City.

## Task 6 Project Management and Coordination

This task includes coordination with Rincon's project team to efficiently execute this Scope of Work. This task also includes financial management and clerical/administration time for monthly invoicing in the City's preferred format.

## Assumptions

- All tasks shall be initiated as directed by the City and in accordance with our current 2025 fee schedule (Attachment 1).
- All subconsultant tasks shall be conducted in accordance with the 2025 fee schedule for each subconsultant (Attachment 2).
- All agency notification fees shall be paid directly to the respective resource agency by the City, unless directed otherwise.
- All materials shall be submitted to the City in draft form and submitted to the resource agencies after City approval.
- Rincon understands this Scope of Work shall not exceed \$100,000. Rincon shall communicate with the City when the not to exceed amount is approaching \$10,000 in the remaining budget.

Thank you for your consideration and for this opportunity to support your project. If you have any questions regarding this proposal, please contact Yuling Huo at (949) 632-1408 or Greg Ainsworth at (805) 456-9091.

Sincerely,

**Rincon Consultants, Inc.**

A handwritten signature in black ink, appearing to read 'Yuh H'.

Yuling Huo, ISA Certified Arborist  
Project Manager

A handwritten signature in black ink, appearing to read 'Greg Ainsworth'.

Greg Ainsworth, ISA Certified Arborist  
Director of Natural Resources & Urban Forestry

**EXHIBIT B**  
**SCHEDULE OF FEES**



## Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
	January 1 – December 31, 2025
Senior Principal	\$330
Principal	\$318
Director	\$318
Senior Supervisor II	\$302
Supervisor I	\$282
Senior Professional II	\$264
Senior Professional I	\$246
Professional IV	\$218
Professional III	\$203
Professional II	\$180
Professional I	\$160
Associate III	\$135
Associate II	\$121
Associate I	\$113
Field Technician	\$97
Data Solutions Architect	\$203
Senior GIS Specialist	\$194
GIS/CADD Specialist II	\$173
GIS/CADD Specialist I	\$155
Technical Editor	\$152
Project Accountant	\$129
Billing Specialist	\$111
Publishing Specialist	\$124
Clerical	\$111

\* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

## Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

\*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

**Other Direct Costs.** Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 10%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges. There will be no cost markups for subcontractor or subconsultant direct costs.

Effective January 1, 2025



Equipment	Rate
<b>Environmental Site Assessment</b>	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
<b>Natural Resources Field Equipment</b>	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Petterson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Sub-meter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
<b>Water and Marine Resources Equipment</b>	
Boat (20 ft. Boston Whaler or Similar)	\$800
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
<b>Field Equipment Packages</b>	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubbles, Buckets)	\$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	\$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
<b>Insurance, Hazard and Fees</b>	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

**ATTACHMENT**  
**ALTHOUSE & MEADE, INC.**  
**SCHEDULE OF FEES AND CHARGES**

**The following describes the basis for compensation for services performed during the fiscal year 2025.**

This Schedule of Fees and Charges may be adjusted annually on January 1 to reflect current economic conditions. The new Schedule of Fees and Charges will apply to existing and new assignments.

**PERSONNEL CHARGES**

The charge for all time required in the performance of the Scope of Services, including office, field, and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated:

<b>Labor Category</b>	<b>Rate</b>
Principal Scientist	<b>\$290</b>
Associate Principal / Senior Certified Arborist	<b>\$245</b>
Senior Research Scientist	<b>\$210</b>
CFO / Vice President	<b>\$200</b>
Program Manager	<b>\$185</b>
Senior Biologist / QSD / Certified Arborist	<b>\$175</b>
Tech. Innovation Unit Program Manager	<b>\$170</b>
Project Manager	<b>\$165</b>
Biologist IV / Env. Sci. IV / Range Eco. IV	<b>\$150</b>
Biologist III / Env. Sci. III / Range Eco. III / QSP	<b>\$135</b>
Biologist II / Env. Sci. II / Range Eco. II	<b>\$125</b>
Biologist I / Env. Sci. I / Range Eco. I	<b>\$105</b>
Senior GIS Specialist	<b>\$165</b>
GIS Specialist IV	<b>\$150</b>
GIS Specialist III	<b>\$140</b>
GIS Specialist II	<b>\$130</b>
GIS Specialist I	<b>\$120</b>
Associate Arborist	<b>\$125</b>
UAV Pilot - Flight Time	<b>\$215</b>
UAV Program Manager	<b>\$175</b>
Project Coord./Tech. Editor/Senior Admin.	<b>\$100</b>
Admin. Assistant / Office Admin.	<b>\$95</b>
Technician	<b>\$85</b>
Intern	<b>\$75</b>

*Project accounting, reporting, and invoicing services will be charged at the rate of 2% per invoice.*

**EQUIPMENT CHARGES**

Equipment will be charged at standard usage rates. Equipment use rate schedules are available upon request.

**OTHER CHARGES**

**SUBCONTRACTORS, EQUIPMENT RENTAL, MISC.**

Service subcontracted by A&M to others, rental equipment, and other costs incurred by A&M will be charged at cost plus 10 percent.

**VEHICLES AND MILEAGE**

Field vehicles (pickups, vans, trucks, etc.) used on project assignments will charge the current mileage rate established by the Internal Revenue Service at the time of vehicle use for travel to/from the project site(s). Daily vehicle rental fee will be in accordance with the equipment schedule.

**PER DIEM AND LODGING**

Per Diem and Lodging will be billed at the standard rate based on federal, state, and county guidelines. Lodging allowance will be 150 percent of the federal daily rate for the location of each stay.

**CREDIT CARD PROCESSING**

A five percent processing fee will be assessed for each credit card transaction.

**This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.**



2565 Puesta Del Sol Road #3  
Santa Barbara, CA 93105  
(805) 689-5982  
[www.storrerenvironmental.com](http://www.storrerenvironmental.com)

## 2025 STANDARD FEE SCHEDULE

### **PROFESSIONAL SERVICES**

Principal Biologist/Expert Witness.....	\$185/hour
Senior Biologist/Botanist.....	\$150/hour
Qualified SWPPP Practitioner (QSP).....	\$135/hour
Project Biologist/Botanist.....	\$120/hour
Environmental Monitor .....	\$110/hour

### **OTHER DIRECT CHARGES**

Subcontracted Services.....	Cost Plus 15%
Automobile Mileage (current IRS rate).....	\$0.67/mile





226 West Ojai Ave Ste. 101 #157      Ojai, CA 93023      805.633.9218      [www.paxenviro.com](http://www.paxenviro.com)

2025 Rates

Job Title	2025 Rate
Project Manager	\$145.00
Deputy Project Manager	\$133.00
Arborist/Biologist	\$119.00
Federal Mileage Rate	\$0.67

## EXHIBIT C

### FEDERAL CONTRACT PROVISIONS

During the performance of this contract, Rincon Consultants, Inc. (the "Consultant") shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the local agency entering into this contract with the Consultant.

#### **1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

A. Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

B. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made

under the emergency exception/exigency exception to competitive procurements.

**2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)**

- A. If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E (“Cost Principles”). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles (“GAAP”), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

**3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)**

- A. Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant personnel for the purpose of interview and discussion related to the books and records.
- B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)**

A. Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

i. Termination for Convenience. The Agency may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the Agency, the Agency shall compensate Provider for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

ii. Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Consultant specifying the default ("Notice of Default"). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the Agency may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials

provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.

- iii. Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant performance of the work.
  
- iv. Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Consultant acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any

other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

**B. Appendix II to Part 200 (C) – Equal Employment Opportunity:**

Except as otherwise provided under 41 C.F.R. Part 60, Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

- i. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- ii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- iii. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information

of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

- iv. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Consultant. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

C. Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

D. Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

i. If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



- ii. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- iii. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- iv. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.
- v. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

E. Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- i. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.
- ii. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- iii. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

F. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- i. Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.
- ii. Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

G. Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is

City of Goleta  
Department of Public Works and Rincon Consultants, Inc.  
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required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- ii. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

H. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Consultant shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I. Appendix II to Part 200 (J) – Procurement of Recovered Materials:

- i. Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- ii. In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
- iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**5. MISCELLANEOUS PROVISIONS**

- A. The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- B. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all

applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- C. Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.
- D. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.
- E. General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
  - i. General and administrative expenses shall be negotiated and must conform to the Cost Principles.
  - ii. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
  - iii. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.