



TO: Mayor and Councilmembers

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

PREPARED BY: Mackenzie Christie, Management Analyst

SUBJECT: Public Works Professional Services Agreements for Fiscal Year 2024/25 with RRM Design Group

RECOMMENDATION:

- A. Authorize the City Manager to execute a Professional Design Services Agreement with RRM Design Group for the Ellwood Mesa Coastal Trails and Habitat Restoration for a total not-to-exceed amount of \$157,350 and a termination date of March 30, 2026.
- B. Authorize the City Manager to execute Amendment No. 2 to Agreement 2021-057 with RRM Design Group for the Ellwood Mesa Monarch Butterfly Habitat Management Plan increasing the contract amount by \$67,500 for a new total not-to-exceed amount of \$488,900 and with a termination date of June 30, 2025.

BACKGROUND:

Since the City’s incorporation in 2002, Public Works staff has engaged private consultants to perform various professional services for the City. Public Works selected and executed an agreement with a consultant 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 consultant’s services, proposed agreements, justification, and recommended actions.

DISCUSSION:

RRM Design Group for the Ellwood Mesa Coastal Trails and Habitat Restoration Project

RRM Design Group (RRM) has been selected from the pre-qualified consultant list approved by City Council on January 17, 2023, to enter into a Professional Service Agreement to provide project management, design, civil engineering services, landscape architecture, geotechnical engineering, and materials testing services as needed for the

Ellwood Mesa Coastal Trails and Habitat Restoration Project for a not-to-exceed amount of \$157,350.

The Ellwood Mesa Coastal Trails and Habitat Restoration Project received grant funding from the National Fish and Wildlife Foundation (NFWF). This grant was awarded to the City for a not-to-exceed amount of \$208,500 during a settlement from the Refugio Oil Spill. The Project was selected for funding at the request of the California Department of Fish and Wildlife (“CDFW”), the California State Lands Commission (“CSLC”), the California Department of Parks and Recreation (“CDPR”), and the Regents of the University of California (“Regents”) under the South Coast Shoreline Parks and Outdoor Recreational Use Account Memorandum of Agreement executed by and among the CDFW, CSLC, CDPR, Regents, and NFWF as of November 3, 2020. The terms of the agreement include the following deliverables: complete design, permitting, and the first phase of implementation for two beach access improvements and five acres of coastal scrub, grassland, and dune habitat restoration at Ellwood Mesa in the City of Goleta. Community volunteers, the Santa Barbara County Trails Council, and UC Santa Barbara will partner with the City to complete the design, collect and grow native plants, and prepare the site for restoration.

RRM Design Group for the Ellwood Mesa Monarch Butterfly Habitat Management Plan Implementation

On June 15, 2021, the City executed a Professional Design Services Agreement No. 2021-057 for \$188,000 with RRM for assistance with project management, graphic design, trail planning, interpretive program design, Devereux Creek restoration conceptual design, planting and irrigation plans, and other landscape architecture in conjunction with the Ellwood Mesa/Sperling Preserve Open Space Monarch Butterfly Habitat Management Plan (Ellwood MBHMP). On August 16, 2022, this agreement was amended to provide additional compensation in the amount of \$233,400 for a not-to-exceed amount of \$421,400, for additional tasks and to amend the schedule of fees (Amendment No. 1). This amendment (Amendment No. 2) provides for additional compensation in the amount of \$67,500 for additional scope for civil engineering and landscape architecture design and updates the schedule of fees and a not-to-exceed amount of \$488,900.

FISCAL IMPACTS:

The agreements and amendments are funded by various accounts listed below in Table 1. The FY 24/25 budget has sufficient funds; therefore, no additional appropriations are required at this time.

Table 1 – Estimated Costs and Funding for Agreements and Amendments

Vendor	Project Components	Estimated Costs	Funding Source	Funding Amounts
RRM	Project Management, Design, Engineering, Landscape Architecture, Geotechnical Engineering, and Materials Testing services	\$157,350	311-90-9118-57070	\$157,350
RRM	Project Management, Civil Engineering, Planning, Design, and Landscape Architecture design	\$488,900	322-90-9112-57070	\$488,900
Total:		\$646,350	Total:	\$646,350

Table 2 below shows the Ellwood Mesa Coastal Trails and Habitat Restoration Project budget and funding sources.

Table 2 – Estimated Costs and Funding for Ellwood Mesa Coastal Trails and Habitat Restoration Project (CIP 9118)

Project Components	Estimated Costs	Funding Source	Funding Amounts
Conceptual Design	\$150,000	NFWF Grant (311)	\$208,500
Environmental	\$30,000	Unfunded	\$4,186,500
Final Design	\$660,000		
Construction	\$3,555,000		
Total:	\$4,395,000	Total:	\$4,395,000

Table 3 below shows the Ellwood MBHMP Project budget and funding sources.

Table 3 – Estimated Costs and Funding for Ellwood MBHMP (CIP 9112)

Project Components	Estimated Costs	Funding Source	Funding Amounts
Conceptual Design	\$1,753,110	General Fund (101)	\$800,000
Environmental	\$825,000	MBHMP Grant (322)	\$3,991,884
Final Design	\$1,375,000	Unfunded	\$6,166,226
Construction	\$7,005,000		
Total:	\$10,958,110	Total:	\$10,958,110

In total, these two projects have significant unfunded amounts, currently estimated at approximately \$10 million; however, they do require plans to be finalized as conditions of their respective grants. The Ellwood Mesa Coastal Trails and Habitat Restoration Project (CIP 9118) has final engineering and habitat restoration plans that need to be developed and approved by the California Coastal Commission. Ellwood MBHMP (CIP 9112) requires additional final design and permitting for portions of the plan. The unfunded amount is primarily related to future construction costs. Funding sources for construction costs will continue to be evaluated in this next budget cycle. Still, they may be deferred to future fiscal years if no additional funding is identified for FY 25/26 and FY 26/27.

ALTERNATIVES:

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

LEGAL REVIEW BY: Megan Garibaldi, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Professional Services Agreement with RRM Design Group
2. Amendment No. 2 to Professional Design Services Agreement 2021-057 with RRM Design Group
3. Amendment No. 1 and Professional Design Services Agreement 2021-057 with RRM Design Group

ATTACHMENT 1

Professional Services Agreement with RRM Design Group

Project Name: Ellwood Mesa Coastal Trails and Habitat Restoration (CIP 9118)

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
RRM DESIGN GROUP, INC.**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 16 day of July , 2024, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **RRM DESIGN GROUP, INC.**, a CALIFORNIA CORPORATION (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional design services for Ellwood Mesa Coastal Trails and Habitat Restoration (CIP 9118); 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 16 day of July, 2024, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Design Services in conjunction with the Ellwood Mesa Coastal Trails and Habitat Restoration Project shall generally include

coordination, permitting, design development, landscape and civil development, topographic surveys, and soils engineering 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 \$157,350 (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 March 30, 2026, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as

that staff person is designated by CITY from time to time, and who presently is George Thomson. 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 March 30, 2026 unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

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

9. HOLD HARMLESS AND INDEMNITY

(a) Indemnification and Defense for Professional Service. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence,

recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

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

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such

provision shall not include any limitation of liability of the insurer for failure to provide such notice.

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

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make

such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work

contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes CONSULTANT to the penalties provided for in Labor Code Section 1735.

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

TO CITY:	Attention: Robert Nisbet, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
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TO CONSULTANT:	Attention: Michael Hamilton RRM Design Group 3765 S. Higuera St Ste 102 San Luis Obispo, CA 93401
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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.

CITY OF GOLETA

Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
Jeffrey Ferber

Jeff Ferber, Senior Vice President,
Principal

ATTEST

Deborah Lopez, City Clerk

DocuSigned by:
Michael Hamilton

Michael Hamilton, Vice President, Principal

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Scott Shapses

Scott Shapses, Deputy City Attorney

EXHIBIT A SCOPE OF WORK

Scope of Work (SOW) for professional design services agreement between the City of Goleta and RRM Design:

SCOPE OF SERVICES

Task A: Project Coordination and Meetings

Subtask A.01: Project Coordination and Meetings – Landscape Architecture

10 East Figueroa Street, Suite 200, Santa Barbara, CA 93101

p: (805) 963-8283 • f: (805) 963-8184

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844



Elwood Mesa Vertical Beach Access Improvements

Proposed Scope of Services

May 29, 2024

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RRM Landscape Architecture will attend meetings and conduct communications with the City of Goleta (City) staff and City consultants as needed throughout the length of the project to facilitate timely completion of project delivery. The following meeting tasks are anticipated for this project:

Project Team Coordination

RRM will facilitate and administer meetings with the project team on an as-needed basis to coordinate and develop project deliverables. These meetings may include coordination of City, City consultants, and RRM deliverables. Up to ten virtual meetings are anticipated.

On-site Project Meetings

RRM will participate in on-site project related meetings as needed to facilitate the project. This service will include managing a meeting invite, producing a meeting agenda for each meeting, and participation in the meeting with the project team. Up to three on-site meetings are anticipated.

Deliverables:

- *Communication and deliverable coordination with City staff and City consultants (up to ten [10] meetings)*
- *On-site project meetings (up to three [3] site visits)*

Subtask A.02: Project Coordination and Meetings – Civil Engineering

RRM Civil Engineering will provide ongoing coordination with the Client, the project team, and the City on an as-needed basis to facilitate the processing and approval of the project. We will assist in these efforts by providing the services listed below as needed:

- When requested by the Client, RRM will provide research, coordination, and advice on development strategies and processing requirements
- Coordinate and attend project-related meetings with the City
- Preparation of exhibits required for project approval not identified in the above scope of services
- Transfer of electronic data or print sets to the project team or local jurisdictions
- Cost estimating
- Attend meetings with City staff to review design and address comments or concerns

Deliverables:

- *Exhibits required for coordination or project approval*

Subtask A.03: Public Workshops/Focus Groups

RRM will develop presentation material for one public workshop. The workshop will focus on a set of issues or topics selected by the City. RRM will use content provided by the City and the project team to develop and organize the workshop presentation material. The event will focus on informing the public of the project and will allow the public to comment on the proposed project for consideration by the City and project team.



Deliverables:

- One (1) draft of support materials for one (1) City led public workshop
- One (1) final draft of support materials for one (1) City led public workshop

Task B: Coastal Development Permit (CDP) Package

Subtask B.01: Comprehensive CDP Application Package – Landscape

RRM will compile information provided by the City, project consultants, and stakeholders into one draft CDP package for the comprehensive implementation plan that focuses on two areas of proposed enhancement work (work areas) outlined in *Attachment B*. The work areas are based on a site visit with City staff in which we estimated the limit of disturbance associated with the proposed project and included additional areas within the watershed immediately adjacent to the limit of disturbance in need of restoration planting. RRM will first produce a draft site plan at approximately the 30% level of completion and provide to the City for design review and comment. RRM will then incorporate the City's comments to develop a draft of the CDP application package for review by the project team, City staff, and stakeholders. Additional comments from the review process will be incorporated into the final application package. The final application package will be submitted to the California Coastal Commission for review. This task includes reasonable revisions for up to two rounds of plan check comments from California Coastal Commission staff prior to the application being deemed complete.

RRM anticipates the CDP application package will contain the following landscape sheet sets:

Site Plan/Public Access Trail Plan

This plan will detail proposed site features, public access routes to be preserved during construction, temporary fencing, pedestrian creek crossings, and temporary and permanent signage locations throughout the work areas.

Planting Plan

RRM will develop a planting plan to include native coastal scrub vegetation planted and seeded within the work areas. Planting is anticipated to occur in areas disturbed by grading, drainage features, and areas immediately surrounding them.

Plant species will be provided by the City or City's consultants, along with general planting and seeding locations for each species or species mixture. Hatches and unique plant symbols will be utilized to differentiate between different planting types. Symbol quantities and area takeoffs for each planting area will be provided in a planting legend. It is anticipated plant establishment will be dependent on natural rainfall and hand watering from trucked-in water during the dry months. For that reason, an irrigation plan is excluded from this task.

Deliverables:

- One (1) draft preliminary site plan for City review and comment



- One (1) preliminary CDP application package (City Council)
- One (1) final CDP application package (Coastal Commission)
- Two (2) rounds of revisions based on input from Coastal Commission staff

Subtask B.02: Comprehensive CDP Application Package – Civil

RRM will provide the necessary preliminary engineering drawings to support the vertical beach access improvements for the work areas shown in Attachment B. The plan project-specific design drawings for each site will provide grading and drainage plans, grading and drainage details, and temporary erosion control facilities. Temporary erosion control facilities will be placed to protect exposed graded areas. Details and appropriate notes for best management practices (BMP) and guidelines for implementation are proposed to be in conformance with the State of California Water Resources Board requirements and City recommendations. RRM will first produce a draft site plan at approximately the 30% level of completion and provide to the City for design review and comment. Grading and drainage improvements at these sites will improve the drainage features that are required to divert runoff from the beach access trails while maintaining a safe pedestrian route along these paths. These plans will include:

- Existing and proposed contours, spot elevations, and slopes
- Grading of the trails to include locations for cut and fill
- Raw earthwork calculations will be performed; quantities and associated assumptions will be listed on the plans
- Location of erosion and sediment control BMP
- Equipment washout areas with containment plan

Deliverables:

- Three (3) site visits
- One (1) preliminary CDP application package (City Council), providing construction documents showing each site's grading, erosion and sediment control, and appurtenant details. Assumes 24" x 36" for each sheet
- One (1) final CDP application package (Coastal Commission), providing construction documents showing each site's grading, erosion and sediment control, and appurtenant details. Assumes 24" x 36" for each sheet

Task C: Design Development Package

Subtask C.01: Design Development Package – Landscape Architecture

RRM Landscape Architecture will develop a 60% construction document package based on the approved CDP permit package.

The following is a list of items that are anticipated as part of the design development plan package:



Public Access Trail Plans

RRM will prepare 60% construction plans, at an appropriate scale, for the approved design. The plans will present the overall project design layout with a keynoting system that identifies construction items, references to appropriate details, and drawing series directions.

Public Access Trail Plan Details

As a companion to the construction plans, RRM will provide preliminary details for the construction items illustrated on the construction plans including various paving materials and site furnishings (if selected). The details will specify materials, dimensions, colors, and finishes.

Planting Plans and Details

RRM will prepare 60% planting plans for disturbed areas within the work area. The plans will show the layout of planting indicating plant species, quantity, size and location of shrubs, ground cover, and trees. It is assumed plant species and locations will be provided by others. In support of the planting plans, RRM will prepare planting details that specify the method of construction and proper planting procedures.

Technical Specifications

RRM will prepare an outline of special provisions in Green Book format for review. This scope assumes the City will prepare and provide the general provision specification sections related to this project.

Deliverables:

- 60% complete landscape design development package (see package contents listed above)

Subtask C.02: Design Development Package – Civil Engineering

RRM Civil Engineering will develop a 60% construction document package based upon the approved final conceptual landscape plan package.

The following is a list of items that are anticipated as part of the design development plan package:

Erosion Control Plans

RRM will prepare preliminary plans for temporary erosion control facilities to be implemented during construction. Temporary facilities will be proposed to protect exposed graded areas and drainage devices. Details and appropriate notes for best management practices (BMP) and guidelines for implementation are proposed to be in conformance with the State of California Water Resources Board requirements and City staff recommendations.

Grading and Drainage Plans

RRM will prepare preliminary grading construction documents for the trails, and common landscaped areas as determined from the site plan. These plans will include the following:

- Show existing and proposed contours, spot elevations, and slopes



- Grading of the trail and steps and sections for elevation clarity
- Raw earthwork calculations will be performed, and those quantities and associated assumptions listed on the plans
- Drainage facilities, including stormwater quality facilities and above-grade conveyance facilities

Technical Specifications

RRM will prepare an outline of special provisions in Green Book format for review. This scope assumes the City will prepare and provide the general provision specification sections related to this project.

Deliverables:

- 60% complete civil engineering design development package (see package contents listed above)

Task D: Landscape Construction Document Package

Based upon the design development package, RRM Landscape Architecture will develop a construction document package including plans, specifications, and a cost estimate (PS&E) for competitive bidding purposes for the City. The construction document package will be submitted to the City at two intervals: 90% and a final bid set.

The following is a description of the construction document (PS&E) package contents:

Public Access Trail Plans

Public Access Plans, at an appropriate scale, for the approved design. The plans will present the overall project design layout with a keynoting system that identifies construction items, references to appropriate details, and drawing series directions.

Public Access Trail Plan Details

As a companion to the Public Access Plans, RRM will prepare details for the construction items illustrated on the Public Access Plans including various pedestrian paving materials, timber steps, handrails, timber retaining walls under 18" tall, signage, and furnishings (if selected). The details will specify materials, dimensions, colors, and finishes.

Planting Plans and Details

RRM will prepare planting plans for disturbed areas within the work area. The plans will show the layout of planting indicating plant species, quantity, size, and location of shrubs, ground cover, and trees. It is assumed plant species and locations will be provided by others. In support of the planting plans, RRM will prepare planting details that specify the method of construction and proper planting procedures.



Technical Specifications

RRM will prepare special provisions in Green Book format. This scope assumes the City will prepare the general provision specification sections related to this project and assemble the specifications book.

Construction Cost Opinions (90% and Final Submittals)

RRM Landscape Architecture will develop a construction cost estimate for the proposed project that includes estimated construction costs for items related to their scope of work for 90% and final bid set deliverables. The detailed construction cost opinion will break out each component of the scope of work on a line-item spreadsheet with item descriptions and unit costs. Due to many variables surrounding bidding and construction conditions, this opinion will not represent a guarantee that bids received, or actual costs of construction, will be equal to the opinion.

Subtask D.01: 90% PS&E Package – Landscape

Deliverables:

- 90% complete PS&E package (see package contents listed above)

Subtask D.02: Final PS&E Package – Landscape

Deliverables:

- Final bid set PS&E package (see package contents listed above)

Task E: Civil Construction Document Package

Based upon the design development package, RRM Civil Engineering will develop construction documents for incorporation into the compiled plan set at the intervals described below. Plans, specifications, and cost estimates will be provided. The construction document package will be submitted to the prime project manager at two intervals: 90% and a final bid set.

The following is a description of the construction document (PS&E) package contents:

Erosion Control Plans

RRM will prepare plans for temporary erosion control facilities to be implemented during construction. Temporary facilities will be proposed to protect exposed graded areas and drainage devices. Details and appropriate notes for BMP and guidelines for implementation are proposed to be in conformance with the State of California Water Resources Control Board requirements and the County staff recommendations.

The plan will include vertical and horizontal locations of the following:

- Locations of erosion and sediment control BMP
- Equipment washout areas with containment plan
- Locations of construction materials storage



Grading and Drainage Plans

RRM will prepare grading construction documents for drive aisles, building envelopes, and common landscaped areas as determined from the preliminary design.

These plans will include the following:

- Title sheet, general note sheet, vicinity and key maps, and approval signature blocks
- Show existing and proposed contours, spot elevations, and slopes
- Earthwork calculations, with quantities and associated assumptions listed on the plans
- Details and dimensions for trails and drainage facilities
- Drainage facilities, including stormwater quality facilities, underground detention, and above-grade conveyance facilities
- Sections for clarity and necessary information and details for construction
- Locations, heights, and construction details for proposed retaining walls (not anticipated)

Technical Specifications

RRM will prepare special provisions in Green Book format. This scope assumes the City will prepare the general provision specification sections related to this project and assemble the specifications book.

Construction Cost Opinions (90% and Final Submittals)

RRM Civil Engineering will provide estimated construction costs for items related to their scope of work at the 90%, and final stage. The detailed construction cost opinion will break out each component of the scope of work on a line-item spreadsheet with item descriptions and unit costs. Due to many variables surrounding bidding and construction conditions, this opinion will not represent a guarantee that bids received, or actual costs of construction, will be equal to the opinion.

Subtask E.01: 90% PS&E Package – Civil

Deliverables:

- *90% complete civil PS&E package (see package contents listed above)*

Subtask E.02: Final PS&E Package – Civil

Deliverables:

- *Final bid set civil PS&E package (see package contents listed above)*



Subtask E.03: Stormwater Pollution Prevention Plan

RRM's Civil Engineering group will prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the State's Construction General Permit. The SWPPP will include construction Best Management Practice (BMP) recommendations to the contractor. The SWPPP will be uploaded to the State's SMARTS website.

Deliverables:

- Two (2) copies of the SWPPP and upload to the State's SMARTS website

Task F: Topographic Survey

Subtask F.01: Topographic Survey

RRM will perform limited topographic surveying and mapping as required by the design team/Client to assist in documenting the surface terrain within and immediately adjacent to the two work areas shown in *Attachment B*. The base map will depict the elevation contours of the existing ground, details of the surface terrain, and area drainage for incorporation with the final plans. This proposal does not include a full boundary survey of the project site, the setting or marking of missing property corners, or filing of a record of survey or corner record. The horizontal and vertical datum will be based on the CCS83 (2011) State Plane Coordinates and NAVD 88 unless suitable local agency controls are available.

Survey to include:

- Contours at one-foot intervals
- Trails, trees, and other pertinent planimetric features within supplemental topographic limits established by RRM
- Record boundary mapping

Deliverables:

- AutoCAD file of mapping

Task G: Geotechnical Engineering Services

Subtask G.01:

RRM's Consultant (Earth Systems Pacific) will provide the following Scope of Services (see proposal to RRM dated May 24, 2024 for specifics):

- A. Hand Auger six borings, planned depth of exploration about 15 feet
- B. Laboratory Testing on soil samples
- C. Develop and provide recommendations based on test results
- D. Prepare Addendum to previously prepared Geotechnical Report

Deliverables:

- Report Addendum



Task H: Additional Meetings

Subtask H.01: Stakeholder Meeting

RRM's team lead will attend a final public meeting to review the final design. This meeting will be geared towards informing the public of the final design and project timeline. RRM will plan an in-person workshop at a City-provided location to meet with stakeholders. Public notice for the meeting will be the responsibility of the City via social media platforms, email, and/or mail.

Deliverables:

- One (1) meeting to present the final landscaping and engineering plans to key stakeholders

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Plant species list
- Coastal development permitting services
- Environmental consulting services
- Arboricultural services
- City will coordinate and reserve community meeting facilities
- City will provide public noticing for stakeholder meetings
- City will commission a landscape irrigation audit report, performed by a third-party professional separate from RRM, in accordance with the State's MWELO



LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the attached Exhibit A-1.

The following services or tasks are specifically excluded from the scope:

- Special studies (environmental, traffic, archeology, etc.)
- Formal hydrology and hydraulic report
- Revisions to project deliverables not specifically included herein
- Meetings and coordination not specifically included herein
- Arboricultural services
- Habitat mitigation, enhancement, and restoration plans
- Environmental permitting
- Landscape irrigation plans
- Detailed construction cost estimates
- Additional documents to satisfy California Coastal Commission conditions of approval outside of those described herein once conditional approval of the project is awarded
- Project phasing plans
- CEQA and environmental studies (traffic, noise, lighting, etc.)
- Coastal development permitting services
- Soils fertility testing
- Three-dimensional renderings and/or animations
- Logo design and/or branding

EXHIBIT B SCHEDULE OF FEES

TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE <small>(see footnote A)</small>	T&M NTE <small>(see footnote B)</small>
Task A	Project Coordination and Meetings		
A.01	Project Coordination and Meetings – Landscape		\$ 6,500
A.02	Project Coordination and Meetings – Civil		\$ 8,500
A.03	Public Workshops/Focus Groups		\$ 5,800
	Task A Subtotal:		\$ 20,800



Ellwood Mesa Vertical Beach Access Improvements
Proposed Scope of Services
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TASK	DESCRIPTION	FIXED FEE <small>(see footnote A)</small>	T&M NTE <small>(see footnote B)</small>
Task B	Coastal Development Permit (CDP) Package		
B.01	Comprehensive CDP Application Package – Landscape		\$ 12,500
B.02	Comprehensive CDP Application Package – Civil		\$ 16,000
	Task B Subtotal:		\$ 28,500
Task C	Design Development Package		
C.01	Design Development Package – Landscape		\$ 9,500
C.02	Design Development Package – Civil		\$ 12,500
	Task C Subtotal:		\$ 22,000
Task D	Landscape Construction Document Package		
D.01	90% PS&E Package – Landscape		\$ 12,850
D.02	Final PS&E Package – Landscape		\$ 6,250
	Task D Subtotal:		\$ 19,100
Task E	Civil Construction Document Package		
E.01	90% PS&E Package – Civil		\$ 18,250
E.02	Final PS&E Package – Civil		\$ 4,850
E.03	Stormwater Pollution Prevention Plan	\$ 5,500	
	Task E Subtotal:	\$ 5,500	\$ 23,100
Task F	Topographic Survey		
F.01	Topographic Survey		\$ 15,000
	Task F Subtotal:		\$ 15,000
Task G	Geotechnical Engineering Services		
			15,400
Task H	Additional Meetings		
H.01	Stakeholders Meeting		\$ 7,950
	Task H Subtotal:		\$ 7,950
ESTIMATED PROJECT TOTAL:			\$ 157,350

Fee Footnotes

A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

B. Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Reimbursable Expenses

All expenses incurred will be reimbursed pursuant to the rates, terms, and conditions on the attached Exhibit A-1.

EXHIBIT C

FEDERAL CONTRACT PROVISIONS

During the performance of this contract, RRM Design Group, 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 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.

ATTACHMENT 2

Amendment No. 2 to Professional Design Services Agreement 2021-057 with
RRM Design Group

**AMENDMENT NO. 2
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RRM DESIGN GROUP**

This **Amendment No. 2** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation (“City”) and **RRM DESIGN GROUP** (“Consultant”) dated June 15th, 2021 (“Agreement,” Agreement No. 2021-057) is made on this 16th day of July, 2024.

SECTION A. RECITALS

1. This Agreement is for professional design services for a comprehensive implementation plan to manage and enhance the Ellwood Mesa Monarch Butterfly Habitat Management Plan Area; and
2. This Agreement has been amended to add additional compensation in the amount of \$233,400 and a new total not-to-exceed amount of \$421,400 for continued tasks (Amendment No. 1); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$421,400 (Four hundred twenty-one thousand four hundred dollars); and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$67,500 for additional tasks; and
5. The Agreement currently provides in Exhibit A-1 entitled “Scope of Work” the complete and particular description of services; and
6. The parties desire to amend Exhibit A-1 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit “A-2”; and
7. The Agreement currently provides in Exhibit B-1 entitled “Schedule of Fees” the hourly rates; and
8. The parties desire to amend Exhibit B-1 of the Agreement to identify the new hourly rates, attached as “Exhibit B-2”; and
9. The City Council approved this Amendment No. 2, on this 16th day of July, 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 \$67,500 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 Four hundred eighty-eight thousand nine hundred dollars (\$488,900) (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, 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. This Agreement is amended to delete and replace in its entirety:

Exhibit A-1 "Scope of Work" with **Exhibit A-2 "Scope of Work"** attached hereto and incorporated herein.

3. 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.

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

CITY OF GOLETA

Robert Nisbet, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Scott Shapses

Scott Shapses, Deputy City Attorney

CONSULTANT

DocuSigned by:
Jeffrey Ferber

Jeff Ferber, Principal

DocuSigned by:
Erik Justesen

Erik Justesen, Chief Executive Officer

Exhibit A-2

Scope of Work

RRM Design Group for Ellwood Mesa Monarch Butterfly Grove Comprehensive Implementation Plan

CONSULTANT shall provide project management assistance and professional landscape architectural services to support the ongoing resource management and enhancement tasks underway by the City of Goleta. The complexity of the Ellwood Mesa Monarch Butterfly Grove requires a diverse approach to address regulatory permitting, community engagement, tree management, trail design, protection of sensitive natural resources, fuel reduction, and other issues outlined in the City's Monarch Butterfly Habitat Management Plan. CONSULTANT provides professional expertise to assist with developing a comprehensive implementation plan that meets the goals and further defines the specific actions outlined in the Monarch Butterfly Habitat Management Plan.

Task A.01: Project Management: Assist City with Project Management, including development of a project management framework to include web-based software, leading project team meeting moderation, and drafting and distribution of team meeting minutes and follow-up items.

Deliverables: Communication with consultant team and City; web-based project management services; Moderation of at least 20 weekly project team meetings and distribution of meeting minutes.

Task A.01a: Supplemental Project Management: CONSULTANT will continue to assist the City with project management of the Ellwood Mesa Monarch Butterfly Habitat Management Plan implementation for a minimum of 52 additional weeks. Tasks will be assigned by the City's project manager and will include developing a project management strategy to facilitate coordination and manage deliverables with the project team using the following strategies:

Project Team Coordination: CONSULTANT will facilitate and administer meetings with the project team on an as-needed basis to coordinate and develop project deliverables. These meetings may include coordination of City, City Consultant's, and CONSULTANT deliverables.

Weekly Project Meeting Moderation: CONSULTANT will moderate weekly project meetings with the project team. Meetings will be hosted using web-based video conferencing software chosen or supplied by the City. Each meeting will be moderated by either the City or CONSULTANT, with each consultant taking responsibility for leading their areas of expertise and responsibilities. CONSULTANT will produce and distribute meeting minutes to the project team for review prior to the next weekly meeting.

On-site Project Meetings: CONSULTANT will participate in on-site project related meetings as needed to facilitate the project. This service will include managing a meeting invite, producing a meeting agenda for each meeting, and participation in the meeting with the project team.

Deliverables:

- Communication with consultants and City (email, video, phone)
- Deliverable coordination and development with City staff and City consultants
- Moderation of fifty-two (52) additional weekly project team meetings
 - Distribution of meeting minutes after each meeting
- On-site project meetings (up to five [5])

Task A.02: Public Workshops/City Council Approvals: Administer two public workshops (may be virtual), including development and organization of presentation materials, moderation of the workshops, and follow-up surveys. CONSULTANT will also provide project support at City Council meetings, including assistance with presentation materials.

Deliverables: Support materials and surveys for two public workshops and support materials for two City Council meetings.

Task A.02a: Supplemental Public Workshops/Focus Groups CONSULTANT will develop presentation material for two public workshops. Each workshop will focus on a set of issues or topics selected by the City. RRM will use content provided by the City and the project team to develop and organize all presentation material and moderate each workshop. It is assumed that each public workshop will be held at Ellwood Mesa and will be an all-day tabling event to inform the public of the project and project updates.

Additionally, CONSULTANT will represent the project at up to two City Council hearings and one California Coastal Commission hearing. CONSULTANT will support City staff and prepare meeting materials such as a PowerPoint slide show and associated graphic exhibits.

Deliverables:

- Two (2) public workshops
- Two (2) City Council hearings
- One (1) California Coastal Commission hearing

Task B.01: Graphic Design: Provide graphic design for various outreach, permitting, and construction-related publications. Graphic design will aim to provide clear, concise, and scientifically supported explanations of proposed habitat management actions, educational topics for site signage, and other items outlined in the Habitat Management Plan.

Deliverables: Project poster to convey project status updates and additional graphic design support as needed; one draft habitat management plan pamphlet and one final habitat management plan pamphlet.

Task B.01a: Supplemental Graphic Design: CONSULTANT will provide graphic design support to the City, as necessary, for various outreach, permitting, and construction-related publications. A project delivery poster is anticipated that will inform the wider community about key project status updates and the pathway to project implementation. RRM will also develop and design one draft 8.5" x 11" color informational pamphlet outlining key program features of the habitat management plan for the Client's use. Language and formatting will be geared toward residents and incoming contractors to provide a general source of information regarding construction activity in the project area and implementation of the habitat management plan. This scope of service assumes the City, appropriate agency, and stakeholders will provide CONSULTANT with knowledge of, and access to historical and/or cultural images and contextual information, as well as technical and scientific text for the final work product.

Following the staff review of the poster and habitat management plan pamphlet, CONSULTANT will prepare a final draft, incorporating staff and consultant feedback and securing any remaining imagery and permissions from photography/graphics sources, including any imagery that needs purchasing. The costs associated with the acquisition of said imagery will be paid directly by the City.

The pamphlet will focus on the following topics (for example):

- Community Wildfire Protection Plan buffer treatments
- Emergency tree removals (including hazardous trees)
- Fallen tree removals
- Removal of invasive species (other than eucalyptus)
- Implementation of actions in the Integrated Pest Management Program
- Implementation of the Waste Management Program
- Deliverables:
 - Graphic support – project delivery poster (project status updates) and additional graphic
 - design support as needed
 - One (1) draft 8.5" x 11" color habitat management plan pamphlet via PDF
 - One (1) final 8.5" x 11" color habitat management plan pamphlet via PDF

Task B.02: Conceptual Public Access Plan: Develop a public access plan and wayfinding signage to clearly define existing public access, access during construction, and any proposed closures and new access ways.

Deliverables: One on-site meeting with City; one draft public access concept plan; one final public access concept plan.

Task B.03: Conceptual Creek Restoration Plan: Design a conceptual creek restoration plan, in conjunction with the project team and regulatory agencies, for the portion of Devereux Creek within the project site boundaries. The restoration plan will be confined to the riparian corridor and will rely on callouts, descriptions, and photographs to define the conceptual creek restoration plan.

Deliverables: one conceptual creek restoration plan and one final conceptual creek restoration plan.

Task B.04: Ellwood North Aggregation Site Improvement Plans: Finalize landscape plans and construction documents for the Ellwood North Monarch Butterfly Aggregation Site Enhancement, including tree protection plans, planting and irrigation plans and details, technical specifications, and cost estimates.

Deliverables: one site visit; 75% construction documents and construction cost estimate; one final bid set construction documents and construction cost estimate.

Task B.05: Conceptual Interpretive Program: Develop a conceptual interpretive signage program to include signage locations, panel topics, and signage display standards to enhance visitors' understanding and appreciation of the Ellwood Mesa Monarch Butterfly Grove and associated natural history.

Deliverables: content research and acquisition; one draft interpretive program; one final interpretive program.

Task B.06: Coastal Development Permit (CDP) Application Package: Assist with the CDP application package, including providing supporting graphics and compiling and organizing information from other team members into a cohesive permit application.

Deliverables: One draft CDP application package and one final CDP application package.

Task C.01: Comprehensive CDP Application Package – Landscape: RRM will compile information provided by the City, project consultants, and stakeholders into one draft Coastal Development Permit package for the comprehensive implementation plan that focuses on an approximately 60-acre proposed enhancement work area outlined in Attachment A. CONSULTANT will produce a draft of the CDP application package for review by the project team, City staff, and stakeholders. Comments from the review process will be incorporated into the final application package. The final application package will be submitted to the California Coastal Commission for review. This task includes reasonable revisions for up to two rounds of plan check comments from California Coastal Commission staff.

CONSULTANT anticipates the CDP application package will contain the following landscape sheet sets:

Site Plan/Public Access Plan This plan will detail public access routes to be preserved during construction, temporary fencing, pedestrian creek crossings, and temporary and

permanent signage locations throughout the work area. CONSULTANT will incorporate up to five supporting three-dimensional renderings into the submittal package to provide City staff and stakeholders with an idea of the proposed changes in several key areas like the Santa Barbara Shores Drive gated entry, the crossings over Devereux Creek, and the Ellwood Main aggregation site.

Tree Preservation Plan This plan will separate the eucalyptus grove into zones with descriptions of tree protection and removal activities anticipated for each zone. Activities and zones will be provided by the project team and incorporated into this plan.

Planting and Irrigation Plan This plan will indicate areas proposed for planting and irrigation. Hatches will be utilized to differentiate between different planting and irrigation types, and area takeoffs for each zone will be provided in the symbol legend. A preliminary plant palette will be provided by the project team and incorporated into this plan.

Creek Restoration Plan This plan will detail the proposed Devereux Creek restoration work in jurisdictional areas to sufficiently understand the creek restoration limits of work, pedestrian, and vehicular crossings. Twenty scale plan graphics and section/elevations will be utilized to convey design intent for key areas and the creek restoration work area. It is our understanding that only portions of the creek impacted by the installation of a culvert and up to two pedestrian bridges or boardwalks will be included under this scope of work. Proposed work within jurisdictional areas such as planting, proposed changes in topography, and water dissipating features will be provided by the project team and incorporated into this plan.

Deliverables:

- One (1) preliminary CDP application package (City Council)
- One (1) final CDP application package (Coastal Commission)
- Two (2) rounds of revisions based on input from Coastal Commission staff

Task C.02: Comprehensive CDP Application Package – Civil: CONSULTANT Civil Engineering will compile information provided by the City, project team, and stakeholders into one draft Coastal Development Permit package for the comprehensive implementation plan that focuses on a 59-acre proposed enhancement work area outlined in Attachment A. CONSULTANT will incorporate supporting engineering drawings into the submittal package to provide City staff and stakeholders with an idea of the proposed changes in several key areas like the Santa Barbara Shores Drive gated entry, the crossings over Devereux Creek, and the Ellwood Main aggregation site.

Public Access Plan – Santa Barbara Shores Drive This plan will provide the necessary preliminary engineering drawings to support the public access route from Santa Barbara Shores Drive. The entry from Santa Barbara Shores Drive will include a new vehicle entry gate, pedestrian access on both sides of the end of the roadway, and associated

drainage improvements. The southerly portion of the entry beyond the edge of the end of the road will include the improvement of the existing roadway and associated drainage features (swales) on either side of the road. Grading and drainage improvements in this vicinity will improve the drainage features that are required to divert runoff from Santa Barbara Shores Drive while maintaining a safe pedestrian route.

Devereux Creek Culvert Replacement This plan will provide the necessary preliminary engineering drawings to support the replacement of the existing culvert crossing at Devereux Creek. The plan will include the replacement of the existing sixty-inch corrugated metal pipe culvert with a premanufactured open-bottom arch culvert. The roadway over the top and the swales approaching the creek will be addressed with small culverts to allow for adequate pedestrian circulation as well as vehicular access over the culvert.

Ellwood Main Site and Creek Crossing This plan will provide the necessary preliminary engineering drawings to support the upgrades occurring in the vicinity of the main viewing area including the proposed pedestrian crossing over the creek and the landings on either side. Grading will be kept to a minimum however improvements may include small stem walls that are anticipated to be under thirty inches in height to minimize steep slopes in the pedestrian pathways.

Truck Access to Ellwood Main Site This plan will evaluate the request to provide a truck access to the Ellwood main site for minor maintenance and clearing of brush and fallen branches. The access will come from the ocean side of the creek and meander down between trees to a point that can be accessible for maintenance. It is anticipated that a truck no larger than a Ford F250 be required to access the site. The drawings will reflect the minimum road required to adequately serve for maintenance.

Deliverables:

- One (1) preliminary CDP application package (City Council)
- One (1) final CDP application package (Coastal Commission)

Task D.01: Topographic and Boundary Surveying Support: RRM will perform limited topographic and boundary surveying and mapping as required by the design team/Client to assist in documenting possible boundary encroachments of adjacent property owners or tenants. Due to the uncertain scope of this task, we propose a maximum of ten field days for boundary work and topographic surveying and ten office days for boundary research and topographic mapping. It is anticipated that no boundary monumentation will be required to be set as part of this effort. The filing of a record of survey or corner record and replacement of missing property corners is not included in this proposal.

Survey to include:

- Contours at one-foot intervals

- Structures, fences, walks, curbs, gutters, edge of pavement, utility poles, trees and other
- pertinent planimetric features within the supplemental topographic limits established by
- RRM
- Record boundary mapping

Deliverables:

- AutoCAD file of mapping

Task D.02: Structural Engineering Support: CONSULTANT will perform limited structural engineering services as required by the design team to assist in development of construction documents for review by the California Coastal Commission and City of Goleta staff. Due to the uncertain scope of this task, we propose the engineering of two bridge abutments and associated helical piles. It is anticipated that structural engineering for the proposed culvert crossings will be provided by the manufacturer, and thus, is not included in this scope.

Deliverables:

- Two (2) bridge abutments and helical pile engineering
- Plan review of landscape architecture and civil engineering details

Added Project Scope

Thank you for giving RRM Design Group (RRM) the continued opportunity to provide Civil Engineering and Landscape Architectural services for the City of Goleta's Ellwood Monarch Butterfly Habitat Management Plan. At this time, the work relating to the Coastal Development Permit has concluded and bid-ready plans, specifications, and estimates have been completed for Project Area 1 (Irrigation). Additionally, 90% plans, specifications, and estimates have been completed and issued to City for future use. As such, the remaining funds in the existing contract have since been depleted and an expanded budget is requested to proceed with implementation.

The tasks below comprise the scope of services for the preparation of construction documents required to obtain building permits, collect bids, and implement the proposed improvements for **Project Area 3, Access Roads at Santa Barbara Shores Drive**. It is noted that the culvert replacement at Devereux Creek on Santa Barbara Shores Drive has been omitted from the deliverables at the request of the Client team and is not a part of this proposal.

The duration of this contract between the City of Goleta (City) and RRM spans a period of four months and does not include construction administration, observation, and/or support.

RRM will utilize the Client-approved design package developed for the Coastal Development Permit (CDP) as the basis for preparation of construction documents and PS&E submittals. As requested by the City, the drawings that comprise the CDP package for the overall project site have been broken down into four independent project areas for construction phasing and implementation (see attached Exhibit 'B'). The scope of services provided herein will apply for Project Area 3, Access Roads at Santa Barbara Shores Drive, described below. The project area will be identified with a key map in the drawing package, accompanied by a project description on title sheet, and will contain the necessary information required to obtain bids and construct the defined project area independently as grant funding becomes available.

Task E: Project Management, Meetings, and Agency Coordination: RRM will continue to assist the City with project management for the development of construction documents and implementation of the Ellwood Mesa Monarch Butterfly Habitat Management Plan. RRM's project manager and/or key team members will coordinate with City staff, environmental consultants, and other agencies on an ongoing basis over the course of the project for an estimated duration of 16 weeks. This task includes on-site field meetings, constructability review, internal quality insurance/quality control (QA/QC), schedule maintenance, and day-to-day project coordination efforts including general correspondence, video conferencing, provision of mark-ups, and distributing meeting agendas and summaries likely to be required in supporting the City staff team as the plans move through construction documentation and the permit process. Meetings shall be based on the needs of the project and at the design team and City's discretion. Suggested key meeting points include construction document contract

kickoff, milestone submittals through plan check review (e.g. 90% PS&E, bid-ready), and for final phasing determination.

Deliverables:

- Communication with design team, consultants, and City (email, video, phone)
- Deliverable coordination and development with City staff, City consultants, and public agencies
- Permitting assistance and preparation of required exhibits and clarifications to City and City consultants
- Preparation, attendance, and documentation of up to three (3) on-site project meetings
- Preparation, attendance, and documentation of twelve (12) project team meetings prior to construction

Task F: Construction Documents (PS&E Submittals): RRM’s team will prepare plans, technical specifications, and an engineer’s cost estimate for the Santa Barbara Shores Drive entry improvements suitable for public bidding and construction. The PS&E submittals will be based on the design approved in Coastal Development Permit Package and issued to the City at two intervals: 90% and a final bid set.

The following is a description of the Construction Document PS&E package contents for project area 3. Note, the proposed deliverables scoped do not include planting plans (to be implemented by UCSB) and irrigation plans (bid-ready documents previously completed for project Area 1 in May 2024).

Title and Reference Sheets Title and reference note sheets will be used as necessary to convey pertinent general project information. These sheets may include project name, location, approval blocks, agency contact information, USA alert, basis of survey statement, list of abbreviations, and phasing. The individual project work areas defined above will be included in the title sheet with a description of improvements and corresponding sheet references.

Demolition Plan Demolition plans for elements requiring removal to implement the design will be prepared for the project areas where applicable. The plans will locate, identify, and describe the removal and provide instructions for disposal. Quantities and locations of existing trees proposed for removal within project work Area 3 will be included.

Construction Plans Construction plans for the project work area with a keynoting system that identifies construction items and references to appropriate civil and landscape related details. This plan will include and annotate site features, hardscape, paving materials, curbs, trees to protect, and construction staging area(s).

Construction Details (Civil and Landscape) Details for construction items illustrated on the construction plans. The details will specify materials, dimensions, and will be keyed to the plan. Pavement and flatwork design will be based on the project geotechnical report's recommendations. Project will utilize City-standard details for curb ramps, sidewalks, signs, driveways, and other hardscape features where applicable.

Horizontal Control and Site Dimension Plan The plans will establish all horizontal control for the park by showing coordinates on the California State Plane Coordinate System. The plan will show coordinates on known points (e.g. existing monumentation) and will show coordinates and dimensions at various locations on site to assist the contractor and volunteer groups in laying out the site.

Grading and Drainage Plans RRM will prepare grading construction documents for locations involving earthwork, including vehicular access ways, bridge abutments, and culverts. The grading plan will include a project layout with a keynoting system that identifies all construction items and references to appropriate details. Pavement and flatwork design will be based on the project geotechnical report's recommendations. Grading information including spot elevations and/or contouring will be denoted with slopes and patterns where pertinent.

Erosion Control Plan RRM will prepare plans for temporary erosion control facilities to be implemented during construction. Temporary facilities will be proposed for protection of exposed graded areas and drainage devices. Details and appropriate notes for best management practices (BMP) and guidelines for implementation are proposed to be in conformance with the State of California Water Resources Control Board requirements and the City's staff recommendations.

Stormwater Quality Report RRM Civil Engineering will prepare a lot-specific drainage and stormwater quality report meeting the requirements of the City. The report will include hydrologic calculations for the pre-development and post-development conditions and calculation of existing versus proposed impervious surface areas. Calculations will be prepared to size measures for runoff control from the proposed project. The report will include preliminary recommendations for locating site BMPs including retention and/or detention facilities. The design measures will be incorporated into the preliminary grading and drainage plan.

Technical Specifications

RRM will prepare special provisions in Green Book format. This scope assumes the City will prepare the general provision specification sections related to this project and assemble the specifications book.

Engineers Estimate - Construction Cost Opinions (90% and Final Bid Set Submittals)

RRM will provide anticipated construction costs for the project area at the 90% and final bid-ready levels. The detailed construction cost opinion will break out each component of the scope of work on a line-item spreadsheet with item descriptions and unit costs. Due to many variables surrounding bidding and construction conditions, this opinion will not represent a guarantee that bids received, or actual costs of construction, will be equal to the opinion.

Subtask F.01: 90% PS&E: Once it has been verified that the design direction and details provided are aligned with the City's expectations, RRM's team will prepare a 90% PS&E package for submittal to City building department for review. The City is responsible for distributing to all relevant departments, consolidating the various comments into a single list document, and reconciling conflicting comments from different plan reviewers.

Deliverables:

- One (1) submittal of 90% PS&E (digital PDF format)

Subtask F.02: Final PS&E (Bid-Set): RRM's team will update the PS&E package based on City plan-check comments and our internal QA/QC review and resubmit to the City for back-checking. When the plans are approved through all relevant departments, RRM will prepare and package the bid-ready PS&E submittal and submit it electronically to the City. Please note that 'front-end' specifications are the responsibility of the City including general provisions.

Deliverables:

- One (1) round of minor back-check comments (digital PDF format)
- One (1) final bid package (digital PDF format)

Task G: Bidding Assistance: RRM's team will assist the City during the bidding phase by participating in a pre-bid conference, evaluating, and advising the City regarding substitution requests, and responding to questions from prospective bidders in the form of an addendum.

Deliverables:

- Respond to bidder questions
- Prepare bid addenda, as necessary
- Prepare for and attend one (1) pre-bid conference with prospective bidders

EXHIBIT B-2 SCHEDULE of Fees (as of June 2024)**Bill Rate Ranges**

Subject to change effective March 1st each year

**ARCHITECTURE**

Intern	\$ 54	-	\$ 91
Designer I	\$ 81	-	\$ 109
Designer II	\$ 88	-	\$ 130
Designer III	\$ 105	-	\$ 167
Job Captain	\$ 105	-	\$ 167
Architect	\$ 111	-	\$ 170
Project Designer	\$ 123	-	\$ 193
Project Manager	\$ 128	-	\$ 207
Project Architect	\$ 123	-	\$ 193
Senior Designer	\$ 150	-	\$ 242
Senior Architect	\$ 150	-	\$ 256
Senior Project Manager	\$ 153	-	\$ 263
Associate Manager of Architecture	\$ 159	-	\$ 245
Design Director	\$ 179	-	\$ 301
Manager of Architecture	\$ 185	-	\$ 301
Director of Architecture	\$ 197	-	\$ 322
Principal	\$ 204	-	\$ 368
Managing Partner	\$ 220	-	\$ 442

ENGINEERING**CIVIL ENGINEERING**

Construction Inspector	\$ 100	-	\$ 188
Designer I	\$ 75	-	\$ 105
Designer II	\$ 85	-	\$ 135
Associate Engineer	\$ 126	-	\$ 186
Senior Associate Engineer	\$ 143	-	\$ 232
Engineer I	\$ 103	-	\$ 155
Engineer II	\$ 116	-	\$ 182
Project Engineer	\$ 139	-	\$ 205
Senior Project Engineer	\$ 156	-	\$ 256
Project Manager	\$ 172	-	\$ 271
Manager of Engineering Services	\$ 195	-	\$ 309
Principal	\$ 204	-	\$ 368
Managing Partner	\$ 220	-	\$ 442

STRUCTURAL ENGINEERING

Designer I	\$ 75	-	\$ 120
Designer II	\$ 87	-	\$ 136
Designer III	\$ 102	-	\$ 150
Senior Designer	\$ 122	-	\$ 197
Engineer I	\$ 99	-	\$ 146
Engineer II	\$ 117	-	\$ 182
Project Engineer	\$ 139	-	\$ 205
Senior Project Engineer	\$ 156	-	\$ 255
Project Manager	\$ 166	-	\$ 263
Manager of Engineering Services	\$ 189	-	\$ 301
Principal	\$ 204	-	\$ 368
Managing Partner	\$ 220	-	\$ 442

SURVEYING (Crew Rates)**REGULAR**

One person w/ GPS or Robotic Workstation	\$ 170	-	\$ 225
Two person	\$ 230	-	\$ 380
Three person	\$ 310	-	\$ 485

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 260	-	\$ 360
Two person	\$ 325	-	\$ 370
Three person	\$ 410	-	\$ 595

SURVEYING

Survey Technician I	\$ 75	\$ 109
Survey Technician II	\$ 87	\$ 128
Survey Technician III	\$ 99	\$ 170
Party Chief	\$ 103	\$ 167
Senior Party Chief	\$ 129	\$ 201
Land Surveyor	\$ 129	\$ 189
Senior Land Surveyor	\$ 152	\$ 232
Supervisor of Surveying	\$ 164	\$ 240
Manager of Surveying	\$ 175	\$ 259

INTERIOR DESIGN

Designer I	\$ 72	-	\$ 109
Designer II	\$ 88	-	\$ 133
Interior Designer I	\$ 95	-	\$ 140
Interior Designer II	\$ 105	-	\$ 168
Interior Designer III	\$ 125	-	\$ 189
Senior Interior Designer	\$ 135	-	\$ 210

LANDSCAPE ARCHITECTURE

Intern	\$ 54	-	\$ 91
Assistant Designer	\$ 81	-	\$ 112
Associate Designer	\$ 89	-	\$ 137
Designer	\$ 102	-	\$ 150
Senior Designer	\$ 116	-	\$ 175
Landscape Architect	\$ 105	-	\$ 158
Senior Landscape Architect	\$ 128	-	\$ 188
Principal Landscape Architect	\$ 153	-	\$ 252
Design Director (Landscape)	\$ 153	-	\$ 256
Manager of Landscape Architecture	\$ 162	-	\$ 259
Principal	\$ 204	-	\$ 368
Managing Partner	\$ 220	-	\$ 442

PLANNING

Intern	\$ 54	-	\$ 91
GIS Specialist	\$ 80	-	\$ 165
Senior GIS Specialist	\$ 105	-	\$ 200
Assistant Planner	\$ 96	-	\$ 139
Associate Planner	\$ 114	-	\$ 182
Urban Designer	\$ 114	-	\$ 182
Senior Planner	\$ 145	-	\$ 222
Senior Urban Designer	\$ 145	-	\$ 222
Supervisor of Planning and Urban Design	\$ 152	-	\$ 229
Principal Planner	\$ 177	-	\$ 270
Manager of Planning	\$ 190	-	\$ 284
Principal	\$ 204	-	\$ 368
Managing Partner	\$ 220	-	\$ 442

CORPORATE SERVICES

File Clerk/Administrative Support	\$ 60	-	\$ 88
Receptionist	\$ 60	-	\$ 91
Administrative Assistant	\$ 65	-	\$ 105
Administrative Coordinator	\$ 81	-	\$ 140
Office Coordinator	\$ 81	-	\$ 140
Office Manager	\$ 116	-	\$ 175
Marketing Assistant	\$ 60	-	\$ 91
Marketing Coordinator	\$ 75	-	\$ 126
Marketing Specialist	\$ 101	-	\$ 168
Senior Marketing Specialist	\$ 116	-	\$ 203
Business Development & Pursuits Supervisor	\$ 117	-	\$ 210
Marketing Manager	\$ 137	-	\$ 256
CEO	\$ 276	-	\$ 546

City of Goleta

Amendment No. 2 to Agreement No. 2021-057

Page 15 of 16

Attachment A



ATTACHMENT 3

Amendment No. 1 and Professional Design Services Agreement 2021-057
with RRM Design Group

Project Name: Ellwood Mesa Monarch Butterfly Habitat Management Plan Implementation

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

This **Amendment No. 1** to the 2021-057 Agreement by and between the **City of Goleta**, a municipal corporation (“City”) and **RRM DESIGN GROUP** (“Consultant”) dated June 15th, 2021 (“Agreement,” Agreement No. 2021-057) is made on this 16th day of August, 2022.

SECTION A. RECITALS

1. This Agreement is for professional design services for a comprehensive implementation plan to manage and enhance the Elwood Mesa Monarch Butterfly Habitat Management Plan Area; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$188,000; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$233,400 for continued tasks; and
4. The Agreement currently provides in Exhibit A entitled “Scope of Work” the complete and particular description of services; and
5. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and
6. The Agreement currently provides in Exhibit B entitled “Compensation” the hourly rates; and
7. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as “Exhibit B-1”; and
8. City Council approved this Amendment No. 1, on this 16th day of August, 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 \$233,400 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 \$421,400 (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 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.** This Agreement is amended to delete and replace in its entirety:

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

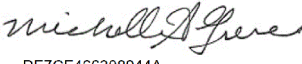
- 3.** This Agreement is amended to delete and replace in its entirety:

Exhibit B "Compensation" with **Exhibit B-1 "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.1 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

RRM DESIGN GROUP

DocuSigned by:

FD06D18008644F6...
Jeff Ferber, Principal

ATTEST:

DocuSigned by:

A5E08F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:

49D4FC669F4D4AF...
Erik Justesen, Chief Executive Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

A1BF8F896161498...
Winnie Cai, Assistant City Attorney

Exhibit A-1

Scope of Work

RRM Design Group for Ellwood Mesa Monarch Butterfly Grove Comprehensive Implementation Plan

CONSULTANT shall provide project management assistance and professional landscape architectural services to support the ongoing resource management and enhancement tasks underway by the City of Goleta. The complexity of the Ellwood Mesa Monarch Butterfly Grove requires a diverse approach to address regulatory permitting, community engagement, tree management, trail design, protection of sensitive natural resources, fuel reduction, and other issues outlined in the City's Monarch Butterfly Habitat Management Plan. CONSULTANT provides professional expertise to assist with developing a comprehensive implementation plan that meets the goals and further defines the specific actions outlined in the Monarch Butterfly Habitat Management Plan.

Task A.01 Project Management: Assist City with Project Management, including development of a project management framework to include web-based software, leading project team meeting moderation, and drafting and distribution of team meeting minutes and follow-up items.

Deliverables: Communication with consultant team and City; web-based project management services; Moderation of at least 20 weekly project team meetings and distribution of meeting minutes.

Task A.01a: Supplemental Project Management: CONSULTANT will continue to assist the City with project management of the Ellwood Mesa Monarch Butterfly Habitat Management Plan implementation for a minimum of 52 additional weeks. Tasks will be assigned by the City's project manager and will include developing a project management strategy to facilitate coordination and manage deliverables with the project team using the following strategies:

Project Team Coordination: CONSULTANT will facilitate and administer meetings with the project team on an as-needed basis to coordinate and develop project deliverables. These meetings may include coordination of City, City Consultant's, and CONSULTANT deliverables.

Weekly Project Meeting Moderation: CONSULTANT will moderate weekly project meetings with the project team. Meetings will be hosted using web-based video conferencing software chosen or supplied by the City. Each meeting will be moderated by either the City or CONSULTANT, with each consultant taking responsibility for leading their areas of expertise and responsibilities. CONSULTANT will produce and distribute meeting minutes to the project team for review prior to the next weekly meeting.

On-site Project Meetings: CONSULTANT will participate in on-site project related meetings as needed to facilitate the project. This service will include managing a meeting invite, producing a meeting agenda for each meeting, and participation in the meeting with the project team.

Deliverables:

- Communication with consultants and City (email, video, phone)
- Deliverable coordination and development with City staff and City consultants
- Moderation of fifty-two (52) additional weekly project team meetings
 - o Distribution of meeting minutes after each meeting
- On-site project meetings (up to five [5])

Task A.02 Public Workshops/City Council Approvals: Administer two public workshops (may be virtual), including development and organization of presentation materials, moderation of the workshops, and follow-up surveys. CONSULTANT will also provide project support at City Council meetings, including assistance with presentation materials.

Deliverables: Support materials and surveys for two public workshops and support materials for two City Council meetings.

Task A.02a: Supplemental Public Workshops/Focus Groups CONSULTANT will develop presentation material for two public workshops. Each workshop will focus on a set of issues or topics selected by the City. RRM will use content provided by the City and the project team to develop and organize all presentation material and moderate each workshop. It is assumed that each public workshop will be held at Ellwood Mesa and will be an all-day tabling event to inform the public of the project and project updates.

Additionally, CONSULTANT will represent the project at up to two City Council hearings and one California Coastal Commission hearing. CONSULTANT will support City staff and prepare meeting materials such as a PowerPoint slide show and associated graphic exhibits.

Deliverables:

- Two (2) public workshops
- Two (2) City Council hearings
- One (1) California Coastal Commission hearing

Task B.01 Graphic Design: Provide graphic design for various outreach, permitting, and construction-related publications. Graphic design will aim to provide clear, concise, and scientifically supported explanations of proposed habitat management actions, educational topics for site signage, and other items outlined in the Habitat Management Plan.

Deliverables: Project poster to convey project status updates and additional graphic design support as needed; one draft habitat management plan pamphlet and one final habitat management plan pamphlet.

Task B.01a: Supplemental Graphic Design: CONSULTANT will provide graphic design support to the City, as necessary, for various outreach, permitting, and construction-related publications. A project delivery poster is anticipated that will inform the wider community about key project status updates and the pathway to project implementation. RRM will also develop and design one draft 8.5" x 11" color informational pamphlet outlining key program features of the habitat management plan for the Client's use. Language and formatting will be geared toward residents and incoming contractors to provide a general source of information regarding construction activity in the project area and implementation of the habitat management plan. This scope of service assumes the City, appropriate agency, and stakeholders will provide CONSULTANT with knowledge of, and access to historical and/or cultural images and contextual information, as well as technical and scientific text for the final work product.

Following the staff review of the poster and habitat management plan pamphlet, CONSULTANT will prepare a final draft, incorporating staff and consultant feedback and securing any remaining imagery and permissions from photography/graphics sources, including any imagery that needs purchasing. The costs associated with the acquisition of said imagery will be paid directly by the City.

The pamphlet will focus on the following topics (for example):

- Community Wildfire Protection Plan buffer treatments
- Emergency tree removals (including hazardous trees)
- Fallen tree removals
- Removal of invasive species (other than eucalyptus)
- Implementation of actions in the Integrated Pest Management Program
- Implementation of the Waste Management Program

Deliverables:

- Graphic support – project delivery poster (project status updates) and additional graphic design support as needed
- One (1) draft 8.5" x 11" color habitat management plan pamphlet via PDF
- One (1) final 8.5" x 11" color habitat management plan pamphlet via PDF

Task B.02 Conceptual Public Access Plan: Develop a public access plan and wayfinding signage to clearly define existing public access, access during construction, and any proposed closures and new access ways.

Deliverables: One on-site meeting with City; one draft public access concept plan; one final public access concept plan.

Task B.03 Conceptual Creek Restoration Plan: Design a conceptual creek restoration plan, in conjunction with the project team and regulatory agencies, for the portion of

Devereux Creek within the project site boundaries. The restoration plan will be confined to the riparian corridor and will rely on callouts, descriptions, and photographs to define the conceptual creek restoration plan.

Deliverables: one conceptual creek restoration plan and one final conceptual creek restoration plan.

Task B.04 Ellwood North Aggregation Site Improvement Plans: Finalize landscape plans and construction documents for the Ellwood North Monarch Butterfly Aggregation Site Enhancement, including tree protection plans, planting and irrigation plans and details, technical specifications, and cost estimates.

Deliverables: one site visit; 75% construction documents and construction cost estimate; one final bid set construction documents and construction cost estimate.

Task B.05 Conceptual Interpretive Program: Develop a conceptual interpretive signage program to include signage locations, panel topics, and signage display standards to enhance visitors' understanding and appreciation of the Ellwood Mesa Monarch Butterfly Grove and associated natural history.

Deliverables: content research and acquisition; one draft interpretive program; one final interpretive program.

Task B.06 Coastal Development Permit (CDP) Application Package: Assist with the CDP application package, including providing supporting graphics and compiling and organizing information from other team members into a cohesive permit application.

Deliverables: One draft CDP application package and one final CDP application package.

Task C.01: Comprehensive CDP Application Package – Landscape: RRM will compile information provided by the City, project consultants, and stakeholders into one draft Coastal Development Permit package for the comprehensive implementation plan that focuses on an approximately 60-acre proposed enhancement work area outlined in Attachment A. CONSULTANT will produce a draft of the CDP application package for review by the project team, City staff, and stakeholders. Comments from the review process will be incorporated into the final application package. The final application package will be submitted to the California Coastal Commission for review. This task includes reasonable revisions for up to two rounds of plan check comments from California Coastal Commission staff.

CONSULTANT anticipates the CDP application package will contain the following landscape sheet sets:

Site Plan/Public Access Plan This plan will detail public access routes to be preserved during construction, temporary fencing, pedestrian creek crossings, and temporary and permanent signage locations throughout the work area. CONSULTANT will incorporate

up to five supporting three-dimensional renderings into the submittal package to provide City staff and stakeholders with an idea of the proposed changes in several key areas like the Santa Barbara Shores Drive gated entry, the crossings over Devereux Creek, and the Ellwood Main aggregation site.

Tree Preservation Plan This plan will separate the eucalyptus grove into zones with descriptions of tree protection and removal activities anticipated for each zone. Activities and zones will be provided by the project team and incorporated into this plan.

Planting and Irrigation Plan This plan will indicate areas proposed for planting and irrigation. Hatches will be utilized to differentiate between different planting and irrigation types, and area takeoffs for each zone will be provided in the symbol legend. A preliminary plant palette will be provided by the project team and incorporated into this plan.

Creek Restoration Plan This plan will detail the proposed Devereux Creek restoration work in jurisdictional areas to sufficiently understand the creek restoration limits of work, pedestrian, and vehicular crossings. Twenty scale plan graphics and section/elevations will be utilized to convey design intent for key areas and the creek restoration work area. It is our understanding that only portions of the creek impacted by the installation of a culvert and up to two pedestrian bridges or boardwalks will be included under this scope of work. Proposed work within jurisdictional areas such as planting, proposed changes in topography, and water dissipating features will be provided by the project team and incorporated into this plan.

Deliverables:

- One (1) preliminary CDP application package (City Council)
- One (1) final CDP application package (Coastal Commission)
- Two (2) rounds of revisions based on input from Coastal Commission staff

Task C.02: Comprehensive CDP Application Package – Civil: CONSULTANT Civil Engineering will compile information provided by the City, project team, and stakeholders into one draft Coastal Development Permit package for the comprehensive implementation plan that focuses on a 59-acre proposed enhancement work area outlined in Attachment A. CONSULTANT will incorporate supporting engineering drawings into the submittal package to provide City staff and stakeholders with an idea of the proposed changes in several key areas like the Santa Barbara Shores Drive gated entry, the crossings over Devereux Creek, and the Ellwood Main aggregation site.

Public Access Plan – Santa Barbara Shores Drive This plan will provide the necessary preliminary engineering drawings to support the public access route from Santa Barbara Shores Drive. The entry from Santa Barbara Shores Drive will include a new vehicle entry gate, pedestrian access on both sides of the end of the roadway, and associated drainage improvements. The southerly portion of the entry beyond the edge of the end of the road will include the improvement of the existing roadway and associated drainage features

(swales) on either side of the road. Grading and drainage improvements in this vicinity will improve the drainage features that are required to divert runoff from Santa Barbara Shores Drive while maintaining a safe pedestrian route.

Devereux Creek Culvert Replacement This plan will provide the necessary preliminary engineering drawings to support the replacement of the existing culvert crossing at Devereux Creek. The plan will include the replacement of the existing sixty-inch corrugated metal pipe culvert with a premanufactured open-bottom arch culvert. The roadway over the top and the swales approaching the creek will be addressed with small culverts to allow for adequate pedestrian circulation as well as vehicular access over the culvert.

Ellwood Main Site and Creek Crossing This plan will provide the necessary preliminary engineering drawings to support the upgrades occurring in the vicinity of the main viewing area including the proposed pedestrian crossing over the creek and the landings on either side. Grading will be kept to a minimum however improvements may include small stem walls that are anticipated to be under thirty inches in height to minimize steep slopes in the pedestrian pathways.

Truck Access to Ellwood Main Site This plan will evaluate the request to provide a truck access to the Ellwood main site for minor maintenance and clearing of brush and fallen branches. The access will come from the ocean side of the creek and meander down between trees to a point that can be accessible for maintenance. It is anticipated that a truck no larger than a Ford F250 be required to access the site. The drawings will reflect the minimum road required to adequately serve for maintenance.

Deliverables:

- One (1) preliminary CDP application package (City Council)
- One (1) final CDP application package (Coastal Commission)

Task D.01: Topographic and Boundary Surveying Support: RRM will perform limited topographic and boundary surveying and mapping as required by the design team/Client to assist in documenting possible boundary encroachments of adjacent property owners or tenants. Due to the uncertain scope of this task, we propose a maximum of ten field days for boundary work and topographic surveying and ten office days for boundary research and topographic mapping. It is anticipated that no boundary monumentation will be required to be set as part of this effort. The filing of a record of survey or corner record and replacement of missing property corners is not included in this proposal.

Survey to include:

- Contours at one-foot intervals
- Structures, fences, walks, curbs, gutters, edge of pavement, utility poles, trees and other pertinent planimetric features within the supplemental topographic limits established by RRM
- Record boundary mapping

Deliverables:

- AutoCAD file of mapping

Task D.02: Structural Engineering Support: CONSULTANT will perform limited structural engineering services as required by the design team to assist in development of construction documents for review by the California Coastal Commission and City of Goleta staff. Due to the uncertain scope of this task, we propose the engineering of two bridge abutments and associated helical piles. It is anticipated that structural engineering for the proposed culvert crossings will be provided by the manufacturer, and thus, is not included in this scope.

Deliverables:

- Two (2) bridge abutments and helical pile engineering
- Plan review of landscape architecture and civil engineering details

EXHIBIT B-1 Schedule Of Fees

Bill Rate Ranges

ARCHITECTURE	
Architect	\$ 95 - \$ 155
Associate Manager of Architecture	\$ 140 - \$ 200
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 95 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 95 - \$ 150
Manager of Architecture	\$ 165 - \$ 280
Principal	\$ 185 - \$ 350
Project Architect	\$ 115 - \$ 185
Project Designer	\$ 115 - \$ 185
Project Manager	\$ 115 - \$ 185
Senior Architect	\$ 135 - \$ 235
Senior Designer	\$ 135 - \$ 220
Senior Project Manager	\$ 135 - \$ 240
ENGINEERING & SURVEYING	
Associate Engineer	\$ 115 - \$ 170
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 125
Designer III (Structural only)	\$ 90 - \$ 135
Engineer I	\$ 90 - \$ 140
Engineer II	\$ 105 - \$ 165
Land Surveyor	\$ 115 - \$ 170
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 155 - \$ 235
Party Chief	\$ 90 - \$ 150
Principal	\$ 185 - \$ 350
Project Engineer	\$ 125 - \$ 185
Project Manager	\$ 150 - \$ 245
Senior Associate Engineer	\$ 130 - \$ 210
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 135 - \$ 210
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 140 - \$ 230
Supervisor of Surveying	\$ 145 - \$ 220
Survey Technician I	\$ 60 - \$ 100
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155
Surveying Crew Rates	
REGULAR	
One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390
PREVAILING WAGE	
One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN	
Designer I	\$ 60 - \$ 95
Designer II	\$ 70 - \$ 120
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 105 - \$ 165
Senior Interior Designer	\$ 110 - \$ 195
LANDSCAPE ARCHITECTURE	
Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 140
Design Director	\$ 135 - \$ 235
Intern	\$ 45 - \$ 85
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 185 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Landscape Architect	\$ 115 - \$ 175
PLANNING	
Assistant Planner	\$ 90 - \$ 130
Associate Planner	\$ 105 - \$ 170
Intern	\$ 45 - \$ 85
GIS Specialist	\$ 80 - \$ 150
Senior GIS Specialist	\$ 105 - \$ 185
Manager of Planning	\$ 175 - \$ 265
Principal	\$ 185 - \$ 350
Principal Planner	\$ 165 - \$ 250
Senior Planner	\$ 135 - \$ 205
Senior Urban Designer	\$ 135 - \$ 210
Urban Designer	\$ 105 - \$ 170
CORPORATE SERVICES	
Administrative Assistant	\$ 60 - \$ 95
Administrative Coordinator	\$ 75 - \$ 130
Assistant Office Manager	\$ 90 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
File Clerk/Administrative Support	\$ 45 - \$ 65
Marketing Assistant	\$ 45 - \$ 85
Marketing Coordinator	\$ 65 - \$ 115
Marketing Manager	\$ 125 - \$ 235
Marketing Specialist	\$ 90 - \$ 155
Office Coordinator	\$ 75 - \$ 130
Proposal Coordinator	\$ 80 - \$ 140
Receptionist	\$ 45 - \$ 80
Senior Marketing Specialist	\$ 105 - \$ 190

Attachment A



Project Name: Ellwood Mesa Monarch Butterfly Habitat Management Plan Implementation

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
RRM DESIGN GROUP**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 15th day of June 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **RRM DESIGN GROUP**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services for a comprehensive implementation plan to manage and enhance the Ellwood Mesa Monarch Butterfly Habitat Management Plan Area; and

WHEREAS, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260 by selecting CONSULTANT from the City's pre-authorized qualified consultants list for various professional services, which was compiled from a competitive Request for Proposals/Request for Qualifications (RFP/RFQ) process, approved by City Council on December 3, 2019; and

WHEREAS, the City Council, on this 15th day of June 2021, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Design Services in conjunction with the Ellwood Mesa/Sperling Preserve Open Space Monarch Butterfly Habitat Management Plan. Services shall generally include assisting with project

management, graphic design, trail planning, interpretive program design, Devereux Creek restoration conceptual design, planting and irrigation plans, and other landscape architecture, 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 \$188,000 (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, 2021, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

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

and Open Space Manager. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 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. Jeff Ferber 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.

CITY OF GOLETA

DocuSigned by:
Michelle Greene
DE7CE466306944A...
Michelle Greene, City Manager

RRM Design Group

DocuSigned by:
Jeff Ferber, Principal RRM Design
FD06D18008644F6...
Jeff Ferber, Principal

ATTEST

DocuSigned by:
Deborah Lopez
A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:
Erik P. Justesen
49D4FC669F4D4AF...
Erik Justesen, Chief Executive Officer

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

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

Exhibit A

Scope of Work

RRM Design Group for Ellwood Mesa Monarch Butterfly Grove Comprehensive Implementation Plan

CONSULTANT shall provide project management assistance and professional landscape architectural services to support the ongoing resource management and enhancement tasks underway by the City of Goleta. The complexity of the Ellwood Mesa Monarch Butterfly Grove requires a diverse approach to address regulatory permitting, community engagement, tree management, trail design, protection of sensitive natural resources, fuel reduction, and other issues outlined in the City's Monarch Butterfly Habitat Management Plan. CONSULTANT provides professional expertise to assist with developing a comprehensive implementation plan that meets the goals and further defines the specific actions outlined in the Monarch Butterfly Habitat Management Plan.

Task A.01 Project Management: Assist City with Project Management, including development of a project management framework to include web-based software, leading project team meeting moderation, and drafting and distribution of team meeting minutes and follow-up items.

Deliverables: Communication with consultant team and City; web-based project management services; Moderation of at least 20 weekly project team meetings and distribution of meeting minutes.

Task A.02 Public Workshops/City Council Approvals: Administer two public workshops (may be virtual), including development and organization of presentation materials, moderation of the workshops, and follow-up surveys. RRM will also provide project support at City Council meetings, including assistance with presentation materials.

Deliverables: Support materials and surveys for two public workshops and support materials for two City Council meetings.

Task B.01 Graphic Design: Provide graphic design for various outreach, permitting, and construction-related publications. Graphic design will aim to provide clear, concise, and scientifically supported explanations of proposed habitat management actions, educational topics for site signage, and other items outlined in the Habitat Management Plan.

Deliverables: Project poster to convey project status updates and additional graphic design support as needed; one draft habitat management plan pamphlet and one final habitat management plan pamphlet.

Task B.02 Conceptual Public Access Plan: Develop a public access plan and wayfinding signage to clearly define existing public access, access during construction, and any proposed closures and new access ways.

Deliverables: One on-site meeting with City; one draft public access concept plan; one final public access concept plan.

Task B.03 Conceptual Creek Restoration Plan: Design a conceptual creek restoration plan, in conjunction with the project team and regulatory agencies, for the portion of Devereux Creek within the project site boundaries. The restoration plan will be confined to the riparian corridor and will rely on callouts, descriptions, and photographs to define the conceptual creek restoration plan.

Deliverables: one conceptual creek restoration plan and one final conceptual creek restoration plan.

Task B.04 Ellwood North Aggregation Site Improvement Plans: Finalize landscape plans and construction documents for the Ellwood North Monarch Butterfly Aggregation Site Enhancement, including tree protection plans, planting and irrigation plans and details, technical specifications, and cost estimates.

Deliverables: one site visit; 75% construction documents and construction cost estimate; one final bid set construction documents and construction cost estimate.

Task B.05 Conceptual Interpretive Program: Develop a conceptual interpretive signage program to include signage locations, panel topics, and signage display standards to enhance visitors' understanding and appreciation of the Ellwood Mesa Monarch Butterfly Grove and associated natural history.

Deliverables: content research and acquisition; one draft interpretive program; one final interpretive program.

Task B.06 Coastal Development Permit (CDP) Application Package: Assist with the CDP application package, including providing supporting graphics and compiling and organizing information from other team members into a cohesive permit application.

Deliverables: One draft CDP application package and one final CDP application package.

EXHIBIT B SCHEDULE OF FEES**Bill Rate Ranges**

ARCHITECTURE	
Architect	\$ 95 - \$ 155
Assistant Manager of Architecture	\$ 130 - \$ 195
Design Director	\$ 145 - \$ 235
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Job Captain	\$ 90 - \$ 150
Manager of Architecture	\$ 145 - \$ 255
Principal	\$ 180 - \$ 350
Project Architect	\$ 110 - \$ 185
Project Designer	\$ 110 - \$ 175
Project Manager	\$ 110 - \$ 185
Senior Architect	\$ 135 - \$ 220
Senior Designer	\$ 135 - \$ 210
Senior Project Manager	\$ 135 - \$ 230

ENGINEERING & SURVEYING	
Construction Inspector	\$ 105 - \$ 155
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 120
Designer III	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 130
Engineer II	\$ 105 - \$ 160
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 150 - \$ 230
Party Chief	\$ 90 - \$ 140
Principal	\$ 180 - \$ 350
Project Engineer	\$ 125 - \$ 175
Project Manager	\$ 145 - \$ 230
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 115 - \$ 180
Senior Project Engineer	\$ 135 - \$ 225
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 60 - \$ 90
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates

REGULAR	
One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390
PREVAILING WAGE	
One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN	
Designer I	\$ 55 - \$ 85
Designer II	\$ 65 - \$ 115
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE	
Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 135
Intern	\$ 45 - \$ 80
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 240
Principal	\$ 180 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 230
Senior Designer	\$ 105 - \$ 160
Senior Landscape Architect	\$ 110 - \$ 175

PLANNING	
Assistant Planner	\$ 75 - \$ 115
Associate Planner	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Manager of Planning	\$ 145 - \$ 240
Principal	\$ 180 - \$ 350
Principal Planner	\$ 140 - \$ 230
Senior Planner	\$ 115 - \$ 185

CORPORATE SERVICES	
Accounting Specialist	\$ 60 - \$ 110
Business Development Coordinator	\$ 85 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
Graphic Designer	\$ 80 - \$ 135
Marketing Manager	\$ 110 - \$ 220
Marketing Specialist	\$ 90 - \$ 150
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 135
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80