



TO: Mayor and Councilmembers

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

PREPARED BY: Michael Winnewisser, Project Manager

SUBJECT: Award Construction Management, Inspection, and Material Testing Contract to UNICO Engineering, Inc. for the Cathedral Oaks Road and Crib Wall Project Phase I and II

RECOMMENDATION:

- A. Authorize the City Manager to execute a Professional Services Agreement with UNICO Engineering, Inc. in the not-to-exceed amount of \$1,575,641.65 for Construction Management, Inspection, and Material Testing services with a June 30, 2028, termination date.
- B. Adopt Resolution No. 26-__, entitled “A Resolution of the City Council of the City of Goleta, California, finding the Cathedral Oaks Road and Crib Wall Project Categorically Exempt from the California Environmental Quality Act (CEQA) Pursuant to State CEQA Guidelines Section 15302.”

BACKGROUND:

The Cathedral Oaks Road crib walls were constructed in 1991 as conditions for the adjacent residential housing development of Winchester Commons. A crib wall is a large-scale retaining wall that supports an earthen slope. The portions of Cathedral Oaks Road and its adjacent right-of-way, which are supported by the crib walls, are located between Calle Real and Winchester Canyon Road. The crib walls consist of two sections with a combined length of 415 feet and a maximum height of 40 feet.

In early 2017, the City closed the road and bike path in this area following the January 2017 winter storms, where erosion and subsidence occurred due to high-intensity rainfall and related stormwater runoff. Following the resulting investigation into the area's conditions, the road was reopened, while the bike path remained closed.

Repeated storms in 2023 prompted another road closure and a geotechnical investigation into the roadway's integrity. The professional geotechnical analysis determined the road was safe to reopen, while the bike path remained closed.

The Cathedral Oaks Road and Crib Wall Project (CIP Project No. 9053) comprises two phases.

Phase I – Paving Project

The Phase I Paving Project includes improvements to two roadway segments within the project area. This consists of Winchester Canyon Road from Cathedral Oaks Road to Calle Real, and Calle Real from Winchester Canyon Road to Cathedral Oaks Road. These segments are connected and will be constructed in the same phase. The improvements are intended to enhance roadway conditions in advance of Phase II and to support traffic operations during construction. This route will serve as the designated detour during Phase II, when a portion of Cathedral Oaks Road between Calle Real and Winchester Canyon Road will be closed for crib wall replacement work.

Phase II – Wall Replacement

Phase II of the project includes removal of the existing crib walls, excavation and regrading of the adjacent slope, construction of new soldier-pile retaining walls, and removal and replacement of the existing multi-use path. The work is focused on replacing aging infrastructure with modern structural systems while maintaining the overall roadway configuration and surface conditions.

On June 4, 2024, the City executed Professional Services Agreement No. 2024-051 with Stantec Consulting Services, Inc. (Stantec) for \$673,000 for professional design services to design Phase II of the project.

On December 11, 2025, the City Manager executed Amendment No. 3 to Agreement 2023-080 with Pavement Engineering, Inc. to update the scope of work to include design services for Phase I of the project.

On February 3, 2026, the City Council authorized staff to advertise the project for construction bids. Award of construction contracts and any required budget amendments will be brought to the City Council for approval following receipt of bids.

DISCUSSION:

On November 5, 2025, Public Works staff submitted a Request for Proposals and Qualifications (RFPQ) for Construction Management services for the Cathedral Oaks Road and Crib Wall Project, Phases I and II. The City received two proposals from UNICO Engineering (UNICO) and MNS Engineers (MNS) upon the RFPQ's closure on December 18, 2025. The Public Works department formed a four-member review team to evaluate the proposals against the ranking criteria outlined in the RFPQ. UNICO received the top ranking in accordance with the requirements and ranking criteria set forth in the RFPQ. The Professional Services Agreement with UNICO is included as Attachment 1.

Construction of the project will result in temporary access and circulation impacts during both Phase I and Phase II. No permanent loss of access or displacement is anticipated. The project's phased construction approach, traffic management measures, and public outreach efforts are intended to minimize disruption during construction. Upon completion, the project is expected to improve long-term roadway reliability, safety, and access.

This project is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared, and no further CEQA action is required. Public Works staff recommends the adoption of the attached resolution (Attachment 2).

Construction of Phase I is anticipated to begin in the summer of 2026 and be completed before Phase II, which is anticipated to begin in the Fall of 2026. Phase II work is expected to be completed in late 2027. As noted, a portion of Cathedral Oaks Road will remain closed throughout Phase II construction.

Public Outreach

Public outreach is a key component of this project. The following communication plan will be implemented to keep the community informed and engaged:

1. Regular construction status updates will be provided via the project web page, as well as through local channels such as the Monarch Press, City of Goleta social media, and City communication channels.
2. A dedicated project email address, CribWallProject@cityofgoleta.org, has been established to allow residents to submit questions directly to the project team. In addition, the project-specific phone number is (805) 360-6589.
3. A community meeting will be held prior to the start of construction to provide residents with project information. The purpose of this meeting is to offer a neighborhood forum for residents to learn about project details and ask questions directly to staff.
4. Door hangers will be provided for residents and businesses within the project area prior to construction or road closures. Notices will include the project schedule, anticipated impacts, and contact information.

Additional outreach efforts may include direct notifications to nearby residents and businesses, on-site construction signage, updates through the City's social media and e-notification platforms, and targeted communications at key project milestones. Outreach materials will be provided in both English and Spanish. City staff will also coordinate with emergency service providers to maintain access and response routes during construction.

ENVIRONMENTAL REVIEW:

The proposed project involves the replacement and reconstruction of existing facilities. This activity is categorically exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15302 (Class 2). The project will replace existing infrastructure on the same site and will have substantially the same purpose and capacity as the facilities being replaced. The Notice of Exemption has been prepared, and no further CEQA action is required. Public Works staff recommends adoption of the attached resolution.

FISCAL IMPACTS:

The Project is funded through a combination of Lease Revenue Bond Proceeds, General Fund, Santa Barbara County Association of Governments (SBCAG) Measure A, and Federal Highway Administration (FHWA). Table 1 shows approximately \$20.17 million in total estimated project costs and funding sources.

Table 1: Project Cost Estimates for the Cathedral Oaks Road and Crib Wall Project, Phases I and II

Project Components	Estimated Costs	Fund	Available Funding
Preliminary Design and Environmental	\$2,065,331	General Fund (101)	\$1,348,745
Design	\$1,120,520	Measure A (205)	\$663,632
Construction	\$15,972,000	FHWA (420)	\$275,246
Staff Time	\$1,016,869	Lease Revenue Bond Proceeds (609)	\$17,887,097
Total:	\$20,174,720		\$20,174,720

No additional budget appropriation is required at this time.

ALTERNATIVES:

The City Council may elect not to award this contract; however, doing so would result in significant delays to the project schedule.

Legal Review By: Isaac Rosen, City Attorney

Approved By: Robert Nisbet, City Manager

ATTACHMENTS:

1. Professional Services Agreement with UNICO Engineering, Inc.

2. Resolution No. 26-__ entitled “A Resolution of the City Council of the City of Goleta, California, finding the Cathedral Oaks Road and Crib Wall Project Categorically Exempt from the California Environmental Quality Act (CEQA) Pursuant to State CEQA Guidelines Section 15302.”

ATTACHMENT 1

Professional Services Agreement with UNICO Engineering, Inc.

Project Name: Cathedral Oaks Road and Crib Wall Project

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

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 21st day of April, 2026, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **UNICO ENGINEERING, INC.**, a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional construction management services for the Cathedral Oaks Road and Crib Wall Project; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and
4. The City Council, on this 21st day of April, 2026, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Services in conjunction with the Cathedral Oaks Road and Crib Wall Project shall generally include construction management, public outreach, and project support 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 \$1,575,641.65 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2028 after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Michael Winnewisser. Project Manager shall have the authority to act on behalf

of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2028, 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. Craig Schellenger 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) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on

CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be

satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

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

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

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

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

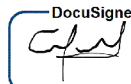
This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

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

CITY OF GOLETA

CONSULTANT

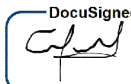
Robert Nisbet, City Manager

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Cesar Montes de Oca, PE, President

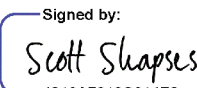
ATTEST

Deborah Lopez, City Clerk

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Cesar Montes de Oca, PE, Secretary

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:

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Scott Shapses, Deputy City Attorney

EXHIBIT A
SCOPE OF WORK

Scope of Work and Anticipated Deliverables

UNICO has reviewed RFQ/P Attachment B: Proposed Scope of Services and will provide the following:

Task 1: Services Prior to Construction

Constructability and Biddability Review: Conduct a constructability and biddability review of the 100% PS&E documents. Prepare a verification matrix of items identified in the documents, plans, specifications, and permits.

Contract Document Review: Meet with the City, the Design Engineer, and the Contractor to review the contract documents and provide clarification and recommendations.

Review/Approval of Low Bid: Assist the City in the review and approval of the low bid provided by the Contractor.

Meetings: Prepare agendas, minutes, and action items, and facilitate meetings. Review meetings are anticipated with the utility providers, design team, Caltrans, Santa Barbara MTD, and impacted businesses.

Bid Support: Review and analyze the bid for compliance with the contract requirements, including local, state, and federal regulations.

Task 1 Deliverables:

- Constructability review comment memo, matrix, and redline plans; Meeting agenda and minutes



Task 2: Construction Management Services

Project Schedule: Review the Contractor's schedule for compliance. Evaluate and compare the 3-week look-ahead schedule to identify any major delays. Review monthly CPM schedule updates to evaluate actual progress vs planned progress. Conduct meetings with the Contractor to discuss CPM schedule updates and progress.

Records Management: Maintain up-to-date project records, including updated project plans.

Stakeholder Coordination: Provide coordination between the Contractor, design team, City staff, City Council, Caltrans, County, utility agencies, Santa Barbara MTD, Santa Barbara Airbus, residents, businesses, and the public regarding construction activities and project progress.

Traffic Handling: Review traffic handling submittal and coordinate review and approval by other agencies. Drive the sites daily to review the traffic control and detours, report issues, and make recommendations for improvements.

SWPPP: Monitor Contractor compliance with the SWPPP. Review the BMPs established at each site.

Monthly Report and Progress Pay Estimate: Prepare a Monthly Report along with the monthly progress pay estimate to include invoice and pay request, including tracking logs, summary of items accomplished, upcoming completion items, schedule status, and items outstanding.

Project Controls: Measure, document, and prepare quantity sheets (based on Caltrans sheets) to approve progress pay estimates. Use quantity forecasting tool to recognize potential quantity overruns early and manage the budget. Track and review certified payroll and request notices of non-performance.

Task 2.1: Construction Contract Administration:

Meetings: Prepare agendas, minutes, and action items, and facilitate meetings including the preconstruction meeting and the weekly construction meetings. Bring the updated logs for submittals, RFIs, and CCOs to provide progress updates and identify safety concerns. Require Contractor to provide weekly look-ahead schedules.

Submittals and RFIs: Review Contractor’s submittals for compliance with the Contract Documents. Review of Contractor’s requests for information (RFIs) and either provide information from Contract Documents back to the Contractor or route request to Design Engineer for resolution.

Weekly Statement of Working Days: Prepare, track, and update the Contractor as necessary.

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

Certified Payroll/Labor Compliance: Review Contractor’s certified payroll for compliance and conduct labor interviews monthly.

Task 2.2: Public Outreach and Coordination:

KMP will perform public outreach services, including:

Community Meetings and Workshops: Plan, coordinate, facilitate, and lead up to two (2) community meetings and workshops, more as the City deems necessary.

Webpage: Develop content, secure graphic images, and update the existing project webpage.

Information Line: Establish dedicated project email address and phone number. Business cards will be provided to the team to redirect questions to the information line.

Infographic: Develop an infographic map that highlights key project components. Update monthly for project webpage and social media channels.

Collateral Materials: Develop up to four collateral pieces to inform the community/stakeholders about the project.

Existing City Communication Channels: Provide content to the City for distribution via the Monarch Press, email, and social media channels with project milestones and traffic impact updates.

Community Outreach: Identify parcels/groups impacted by construction activities and, in partnership with the City, facilitate conversations.

Traffic Delays/Commuter: Develop footprint for a geo-targeted advertising campaign to inform Goleta residents, commuters, and visitors of upcoming traffic delays.

Task 2.3: Change Order Management:

Evaluate change orders for merit and coordinate with the Contractor to analyze the supporting costs in comparison with independent cost analysis and Time Impact Analysis.

Approach the project with a “partnering” mentality to resolve issues at the lowest possible level within the dispute escalation ladder. If a claim arises, analyze additional compensation claims that are submitted and prepare responses.



Task 2.4: Field Inspection:

Inspection: Inspect work for compliance with plans, specifications, permits, City QAP, and applicable federal, state, and local codes. Document inspections in Daily Reports (DRs). Attend daily and weekly Contractor safety meetings. Take photographs and record video prior, during, and post construction. Photographs will be in the DRs and electronically filed via CMIS.

Materials Testing: NV5 will provide materials testing and Special Inspection. Verify that materials used comply with the City’s QAP.

Permitting Compliance and Monitoring: Rincon will provide biological monitoring and regulatory permitting support services to verify compliance with permits and mitigation measures, including SWPPP.

Survey Layout and Staking Verification: UNICO will provide survey staking verification.



Task 2 Deliverables:

- Meeting agenda and minutes; Monthly schedule review; Project update report; Tracking logs; Stamped submittals, shop drawings, change orders; Weekly statement of working days; Processed progress pay estimates; Project budget and forecasting spreadsheet; Certified payroll log; Traffic control plan review and approval; Record drawings; Stakeholder database and media materials; Change order memo, supporting documents, signature page; Inspector Daily Reports; Project photographs and video; Material testing reports and logs; Pre-Construction Survey Reports; Pre-Construction and Post-Construction Agency close-out documents.

Task 3: Construction Closeout:

Task 3.1: Substantial and Final Completion

Prepare a punch list to track items that are incomplete, require corrective action, or are subject to testing. Review and comment on final Record Drawings provided in comparison to the field sets. Balance quantities, process final change orders, and recommend final payment and release of retention. Provide documentation for compliance with the MMRP and the plant establishment period.

Task 3.2: Record Compilation and Submittal

The final project records will be organized in accordance with the Caltrans LAPM and delivered to the City electronically via CMIS.

Task 3.3: Warranty and Lien Information

Collect warranty and lien information, including software licenses for traffic devices, training, and manuals prior to final acceptance.

Task 3.4: Final Electronic Submittal

Deliver audit-ready project records in accordance with the Caltrans LAPM to the City electronically.

Task 3 Deliverables:

- Punchlist; Balancing change order; Final pay request; As-built drawings; Project warranty log and manuals; Lien releases; LAPM compliant electronic files

Task 4: Quality Control Plan

Prepare and deliver to the City two (2) copies of a project-specific Quality Control Plan in compliance with Caltrans LAPM Chapter 16. Include: supervision and inspection, project records, tracking time, subcontractors, Daily Reports, employment practices, change orders, QAP, environmental stewardship, progress payments, accounting procedures, safety, disputes, claims, Caltrans oversight, and other items. Provide other tasks as necessary per the RFP.

Task 4 Deliverables:

- Project specific Quality Control Plan

Task 5: Tribal Cultural Resource Monitoring and Treatment Plan

A&G Consulting will prepare and deliver a Tribal Cultural Resource Monitoring and Treatment Plan (TCRMTP) in coordination with the City and Coastal Band of the Chumash Nation to address the details, timing, and responsibility of the archaeological and Native American monitor and the steps to be followed in the event of a discovery during construction.

The Plan will provide the methods and protocols for the identification, evaluation, treatment and protection measures for any such identified resources, including the requirements for the disposition of any artifacts recovered during the project. Record newly discovered cultural resources and update existing records. Report if any cultural resources qualify for the National Register of Historic Places. Provide archaeological resources monitoring report summarizing the methods, results, and conclusions of the monitoring conducted for the project.

Task 5 Deliverables:

- Tribal Cultural Resource Monitoring and Treatment Plan; Report of cultural resources qualifying for National Register of Historic Places; Archaeological Resources Monitoring Report; Daily Tribal Cultural Resources Monitoring; Archaeological Monitoring



EXHIBIT B
SCHEDULE OF FEES

	Staff	Rate
Unico	Craig Schellenger, PE Construction Manager/Structure Rep	\$276.73
	Thomas Roberts, PE Assistant Resident Engineer	\$241.38
	Collin Clark Construction Inspector	\$190.34
Rincon	Principal	\$329.00
	Senior Biologist I	\$255.00
	Biologist II	\$186.00
	Sr. Supervising Cultural Resources Specialist II	\$313.00
	Cultural Resources Specialist II	\$144.00
	Cultural Resources Specialist IV	\$226.00
	GIS/CADD Specialist II	\$186.00
	Technical Editor	\$157.00
Admin Assistant/Billing Specialist	\$115.00	
A & G Consulting	Gabriel Frausto Cultural Resource Monitoring	\$202.40
	Ashlee Frausto Project Manger	\$113.85
KMP Strategies	Sarah Modeste, Partner	\$319.00
	Noah Painter, Partner	\$319.00
	KMP Staff, Senior Project Manager	\$257.00
	KMP Staff, Project Manager	\$193.00
	KMP Staff, Project Coordinator	\$171.00
	KMP Staff, Project Assistant	\$143.00
NV5	Ed Sullivan Construction Services Manager	\$215.00
	Principal Engineer/Geologist	\$240.00
	Sr. Soils Technician III	\$144.00
	Technician	\$144.00



City of Goleta
Cathedral Oaks Road and Crib Wall - (CIP 9053)
Cost Proposal

		UNICO				Rincon							A & G Consulting			KMP Strategies				NVS							
		Craig Schaefer, PE Construction Manager/Structure Rep	Thomas Roberts, PE Assistant Resident Engineer	Construction Inspector	Office Engineer	Principal	Senior Biologist I	Biologist II	Sr. Supervising Cultural Resource Specialist II	Cultural Resources Specialist I	Cultural Resources Specialist IV	GIS/CADD Specialist II	Technical Editor	Admin Assistant/Billing Specialist	Gabriel Frausto Cultural Resource Monitoring	Ashlee Fraustob Project Manager	Sarah Modeste, Partner	Noah Painter, Partner	KMP Staff, Senior Project Manager	KMP Staff, Project Manager	KMP Staff, Project Coordinator	KMP Staff, Project Assistant	Ef Sullivan Construction Services Manager	Principal Engineer/Geologist	Sr. Soils Technician III	Technician	
Direct Labor Rate		\$94.50	\$82.43	\$65.00	\$40.00	\$94.68	\$73.39	\$53.53	\$90.08	\$41.60	\$65.04	\$53.53	\$45.18	\$33.10	\$80.00	\$45.00	\$76.99	\$76.99	\$62.03	\$46.58	\$41.27	\$34.51	\$76.73	\$85.65	\$51.39	\$51.39	
Overhead Rate		154.54%				202.16%							120.00%			260.31%				143.68%							
Fee		15%				15%							15%			15%				15%							
Bill Rate		\$276.73	\$241.38	\$190.34	\$117.13	\$329.00	\$255.00	\$186.00	\$313.00	\$144.00	\$226.00	\$186.00	\$157.00	\$115.00	\$202.40	\$113.85	\$319.00	\$319.00	\$257.00	\$193.00	\$171.00	\$143.00	\$215.00	\$240.00	\$144.00	\$144.00	
Task #	Task Description	Hours																									Total
1	Services Prior to Construction					1	7	2																			\$ 2,486.00
2	Construction Management Services	580	1180	2320	2320	5	27	29		18	56	1		7			115	0	50	0	130	60	15	2	80	50	\$ 1,286,791.79
3	Services During Construction Closeout	10	20		40							16	1	1													\$ 12,280.37
4	Quality Control Plan					1			6																		\$ 6,166.00
5	Tribal Cultural Resource Monitoring & Treatment Plan					2	1	0	8	1					1160	80											\$ 247,796.00
		590	1180			9	35	31	14	19	72	3	2	7	1160	80	115	0	50	0	130	60	15	2	80	50	\$ 1,555,520.15

Other Direct Costs		Total
Lab Testing	\$	20,121.50
Public Outreach Needs (i.e., Graphic design, printing, postage, digital ads, etc.)	\$	15,862.00
Rincon ODCs and Escalation	\$	759.50
Total	\$	1,575,641.65

ATTACHMENT 2

Resolution No.26-__ entitled “A Resolution of the City Council of the City of Goleta, California, finding the Cathedral Oaks Road and Crib Wall Project Categorically Exempt from the California Environmental Quality Act (CEQA) Pursuant to State CEQA Guidelines Section 15302.”

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA, FINDING THE CATHEDRAL OAKS ROAD AND CRIB WALL PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO STATE CEQA GUIDELINES SECTION 15302.

WHEREAS, the Cathedral Oaks Road and Crib Wall Project Phase I and II (“Project”) will remove and replace the existing crib walls at Cathedral Oaks Road; remove and replace the existing multiuse path; repave the lengths of Winchester Canyon Road and Calle Real impacted by the proposed detour as a result of the project; and

WHEREAS, the Project Phase I will repair the following areas: Calle Real between Cathedral Oaks Road and Winchester Canyon Road; Winchester Canyon Road between Calle Real and Cathedral Oaks Road; and

WHEREAS, on June 4, 2024, the City Council awarded a Professional Design Services Agreement to Stantec Consultants, Inc. in the not-to-exceed amount of \$673,000 to prepare plans, specifications, and estimates for the Project; and

WHEREAS, on February 3, 2026, the City Council authorized staff to advertise for construction bids for the Project; and

WHEREAS, in accordance with CEQA, the City has determined that the Project is categorically exempt from environmental review pursuant to State CEQA Guidelines Section 15302, Class 2 (Replacement or Reconstruction), because the Project will replace existing crib walls, gutters, roadway surfaces and bicycle and pedestrian trails on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLETA, AS FOLLOWS:

SECTION 1. Recitals. The City Council hereby finds and determines that the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. The City Council finds, in light of the whole record, that the Cathedral Oaks Road and Crib Wall Project is categorically exempt from environmental review pursuant to State CEQA Guidelines Section 15302 (Class 2). The Project qualifies for the Class 2 exemption because will replace existing crib walls, gutters, roadway surfaces and bicycle and pedestrian trails on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced and thus falls within the scope of the Class 2 exemption. (See State CEQA Guidelines, §15302(c).) Thus, no further environmental review is required.

In addition, none of the exceptions set forth in State CEQA Guidelines Section 15300.2 apply. There is no possibility of a significant cumulative impact as staff does not anticipate that other projects of the same type will take place at the Project site or the surrounding area. The Property does not present any unusual circumstances that might result in significant impacts. The Project area is developed and does not contain any environmentally sensitive areas. The Project would not damage any scenic resources, including trees, historic buildings, rock outcroppings or similar resources, within a highway officially designated as a state scenic highway because the Project involves replacement of facilities that will not result in an expanded footprint. The Project is not located on a hazardous waste site or any other site included on a list compiled pursuant to Government Code section 65962.5 and the proposed Project will not cause a substantial adverse change in the significance of a historical resource because there are no historical resources near the proposed project such that project impacts would not have any substantial adverse changes in the significance of a historical resource.

The City Council hereby directs staff to prepare, execute, and file a Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of the Project's approval and adoption of this Resolution.

SECTION 3. Action. The City Council hereby approves the categorical exemption for the Cathedral Oaks Road and Crib Wall Project and directs staff to file the Resolution.

SECTION 4. Reliance on Record. Each and every one of the recommendations in this Resolution is based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Cathedral Oaks Road and Crib Wall Project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 5.The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at City Hall, 130 Cremona Drive Goleta,

CA 93117. The Planning and Environmental Services Director is the custodian of the record of proceedings.

SECTION 6. Summaries of Information. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact

SECTION 7. This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 8. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 21st day of April 2026.

PAULA PEROTTE, MAYOR

ATTEST:

APPROVED AS TO FORM:

DEBORAH S. LOPEZ
CITY CLERK

ISAAC ROSEN
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF GOLETA)

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, DO
HEREBY CERTIFY that the foregoing Resolution No. 26-__ was duly adopted by
the City Council of the City of Goleta at a regular meeting held on the ___ day of
_____, 2026 by the following vote of the Council:

AYES:

NOES:

ABSENT:

(SEAL)

DEBORAH S. LOPEZ
CITY CLERK